

Government Information (Public Access) Act 2009 (NSW)

Explanatory Table

Sydney Metro West – Eastern Tunnelling Works Incentivised Target Cost Contract

Contract Number: 00013/13102

Capitalised terms in this table have the meaning given to them in the Sydney Metro West Eastern Tunnelling Works Incentivised Target Cost Contract (**ETP Deed**), unless the context indicates otherwise.

In preparing this explanatory table, Sydney Metro has:

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

Sydney Metro notes that Schedule C1 (*Tunnelling Specification*), Schedule D8 (*Third Party Agreements*) and Schedule F1 (*Electronic Files*) contain a large number of files and are subject to technical size limitations. As such, these documents to the ETP Deed have not been made available on Sydney Metro's contracts register. Sydney Metro has determined to make such information available by inspection subject to any overriding public interest against disclosure. Please contact 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				
1.	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 ETP Deed and references to defined terms which have been redacted entirely in the main body of the ETP Deed.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to certain provisions under the ETP Deed, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept to perform the Works; 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
2.	Clause 1.1 (<i>Definitions</i>)	The information redacted is entire definitions, including the defined term, that relate	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence</i>	The Principal weighed the competing public interest considerations and determined that

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	Definitions relating to a redacted clause or part of a clause	to clauses or schedules where references to those defined terms has been redacted.	<p><i>provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) 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; b) the efficacy of the redaction to the relevant clause or schedule is dependent on references to definitions used in that clause also being redacted; c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to certain elements under the ETP Deed; and 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 would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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3.	Definition of "Act of Prevention" Clause 1.1 (<i>Definitions</i>)	The information redacted is a number.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information is a period of time that relates to an apportionment of risk in connection with certain Change events; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors 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.

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				Review: This information would be reviewed for disclosure as events and circumstances change.
4.	Definition of "Change in Codes and Standards" Clause 1.1 (<i>Definitions</i>)	The information redacted is part of the definition.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to a definition that has been redacted in its entirety; <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted. The explanation for the redaction of this definition is set out in row 2 of this table;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential</p>

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				<p>capabilities and likelihood of certain events arising; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
5.	<p>Definition of "Change in Law"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	<p>The information redacted is part of the definition.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to a definition that has been redacted in its entirety; <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being</p>

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			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>redacted. The explanation for the redaction of this definition is set out in row 2 of this table;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain events arising; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
6.	Definition of "Changes Manager"	The information redacted is the name of an individual person.	<i>Section 32(1)(d), item 3(a) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against

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	Clause 1.1 (<i>Definitions</i>)		<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>disclosure of this information because the redacted information specifies the name of an individual person.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
7.	<p>Definition of "Compensable Hazardous Material"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	<p>The information redacted is part of the definition.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to Compensable Hazardous Material, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive</p>

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				<p>commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
8.	<p>Definition of "Environmental Representative or ER" Clause 1.1 (<i>Definitions</i>)</p>	<p>The information redacted is the name, ABN and address of the Environmental Representative.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information is the name, ABN and address of the Environmental Representative appointed by the Principal; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
9.	<p>Definition of "Excluded Claim"</p>	<p>The information redacted is part of the definition.</p>	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that</p>

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	Clause 1.1 (<i>Definitions</i>)		<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>there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and/or (ii) relates to a definition that has been redacted in its entirety; <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted. The explanation for the redaction of this definition is set out in row 2 of this table;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain events arising; 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</p>

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				<p>clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
10.	<p>Definition of "Excusable Cause of Delay"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out specific grounds on which the Tunnelling Contractor will be entitled to claim relief for the Project Works; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor and therefore the level of risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may provide insight into the Tunnelling Contractor's view on the likelihood of certain risks arising; and c) 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

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			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
11.	Definition of "Executive" Clause 1.1 (<i>Definitions</i>)	The information redacted is the names of individual persons.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information specifies the names of individual persons.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>

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12.	Definition of "Independent Acoustics Advisor" Clause 1.1 (<i>Definitions</i>)	The information redacted is the name, ABN and address of the Independent Acoustics Advisor.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information is the name, ABN and address of the Independent Acoustics Advisor appointed by the Principal; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
13.	Definition of "Independent Estimator" Clause 1.1 (<i>Definitions</i>)	The information redacted is the name and ABN of the Independent Estimator.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information is the name and ABN of the Independent Estimator engaged by the Principal and the Tunnelling Contractor; and</p> <p>b) revealing the information would place the parties at a substantial commercial</p>

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			<p>confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
14.	<p>Definition of "Initial Payment"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	<p>The information redacted is a dollar amount.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the amount of the Initial Payment; b) exposing the redacted information would reveal the amount that the Tunnelling Contractor was willing to accept for the Initial Payment. Exposing this information may provide insight into the Tunnelling Contractor's profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive

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			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
15.	<p>Definition of "Key Plant and Equipment"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the specific Key Plant and Equipment for which the Tunnelling Contractor will be entitled to claim relief for under the ETP Deed;</p> <p>b) exposing the redacted information:</p> <p>(i) may enable potential subcontractors to use that information to their advantage in negotiations with the Contractor, thereby prejudicing the Tunnelling Contractor's negotiating position; and</p> <p>(ii) would reveal the apportionment of risk between the Principal and the Tunnelling Contractor and therefore the level of risk that the Tunnelling Contractor was willing to price and accept; and</p>

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			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(iii) may provide insight into the Tunnelling Contractor's view on the likelihood of certain risks arising; and</p> <p>c) 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.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
16.	<p>Definition of "Key Plant and Equipment Manufacturing Country"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	<p>The information redacted is specific countries.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors.</p> <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</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> <p>a) the redacted information identifies the Key Plant and Equipment Manufacturing Countries. The definition of Key Plant and Equipment Manufacturing Countries is relevant to determining the scope of events that may give rise to a Force Majeure event under the ETP Deed;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor</p>

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			<p>exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>in relation to a Force Majeure Event within and outside of a Key Plant and Equipment Manufacturing Country, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may provide insight into the Tunnelling Contractor's views on the likelihood of certain Force Majeure Events arising;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by disclosing the fact that the definition of a Force Majeure Event is limited to such events occurring within Australia or a Key Plant and Equipment Manufacturing Country.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
17.	Definition of "Key Professional Services"	The information redacted is the entire definition.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of</i>	The Principal weighed the competing public interest considerations and determined that

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	Clause 1.1 (<i>Definitions</i>)		<p><i>"commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors.</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>there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the definition of Subcontractors who are required to execute a deed in the form of Schedule A14; b) exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the Tunnelling Contractor, thereby prejudicing the Tunnelling Contractor's negotiating position. Therefore 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 c) the public interest has been served by revealing the existence of certain obligations on the Tunnelling Contractor in relation to subcontracts for specified categories of Key Professional Services. In light of this disclosure there is an overriding public interest against the disclosure of the precise definition. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
18.	Definition of "Listed Entity" Clause 1.1 (<i>Definitions</i>)	The information redacted is part of the definition.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information relates to a bespoke arrangement negotiated with the Tunnelling Contractor; b) 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 nature of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
19.	Definition of "Management Fee Adjustment Event" Clause 1.1 (Definitions)	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the events which entitle the Tunnelling Contractor to an adjustment to the Management Fee; b) exposing the redacted information would provide insight on the Tunnelling Contractor's cost structure by revealing the types of events for which the Management Fee may be adjusted; c) if disclosed, the redacted information would prejudice the effective exercise by 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 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
20.	<p>Definition of "Minor Change"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	The information redacted is a dollar amount.	<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 Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors.</p> <p><i>Section 32(1)(d), item 1(d) and (f) and 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 for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information is a threshold value below which Changes are categorised as Minor Change; b) exposing this information: <ul style="list-style-type: none"> (i) may provide insight into the Tunnelling Contractor's cost structure; and (ii) would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to Minor Changes, and therefore the risk that the Tunnelling Contractor was willing to price and accept; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of a Minor Change regime. In light of the disclosure of this information there is an overriding public interest against the disclosure of this dollar amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
21.	<p>Definition of "Nominated Early IC Package"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	The information redacted is part of a definition.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information lists the nominated design packages in respect of which the Independent Certifier has early involvement which is commercially sensitive and, if disclosed, may provide a unique insight into the Tunnelling Contractor's methodology with respect to programming and design;</p> <p>b) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>value of the information and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
22.	<p>Definition of "Open Book Basis"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors or other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information reveals payment arrangements for the works and services delivered under the ETP Deed; b) the information is commercial-in-confidence as its disclosure would provide visibility on the Tunnelling Contractor's profit margins in relation to the work; and c) disclosure of the redacted information may provide insight on how the Tunnelling Contractor priced and accepted the work for the project. If this information were revealed, it could place the Tunnelling 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 Tunnelling Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Tunnelling

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	Contractor's legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.
23.	Definition of "Original Share of Cost Overrun Cap" Clause 1.1 (<i>Definitions</i>)	The information redacted is part of the definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors or other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is a part of the definition that defines the Tunnelling Contractor's share of the cost overruns and therefore discloses the Contractor's cost structure; b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
24.	Definition of "Permitted Variation" Clause 1.1 (<i>Definitions</i>)	The information redacted is dollar amounts.	<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 Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the value threshold of variations to Subcontracts which will qualify as Permitted Variations; b) exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the Tunnelling Contractor, thereby prejudicing the Tunnelling Contractor's negotiating position. Therefore 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 c) 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.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.
25.	Definition of "Preliminaries Fee Adjustment Event" Clause 1.1 (<i>Definitions</i>)	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the events which entitle the Tunnelling Contractor to an adjustment to the Preliminaries Fee; b) exposing the redacted information would provide insight on the Tunnelling Contractor's cost structure by revealing the types of events for which the Preliminaries Fee may be adjusted; and c) 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 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.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
26.	<p>Definitions of "Principal's Design Review Period" and "Principal's Design Re-Review Period"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	<p>The information redacted are the entire definitions.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to design review, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.
27.	Definition of "Reimbursable Cost Element" Clause 1.1 (<i>Definitions</i>)	The information redacted is part of the definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to a clause that has been redacted in its entirety; <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>capabilities and likelihood of default events arising; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
28.	<p>Definition of "Reimbursable Cost Element Adjustment Event"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the events which entitle the Tunnelling Contractor to an adjustment to the Reimbursable Cost Element;</p> <p>b) exposing the redacted information would provide insight on the Tunnelling Contractor's cost structure by revealing the types of events for which the Reimbursable Cost Element may be adjusted;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) 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</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
29.	<p>Definition of "Share of Cost Overrun"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	<p>The information redacted is part of the definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <p>(i) part of the redacted information is a part of the definition that defines the Tunnelling Contractor's share of the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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>cost overruns and therefore discloses the Tunnelling Contractor's cost structure; and</p> <p>(ii) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</p> <p>(iii) relates to a clause that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain events arising; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
30.	<p>Definition of "Share of Cost Overrun Cap"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	<p>The information redacted is part of a definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) part of the redacted information is a part of the definition that defines the cap on the share of the cost overruns; and (ii) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (iii) relates to a clause that has been redacted in its entirety; <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
31.	<p>Definition of "Significant Subcontract"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	The information redacted is a dollar amount.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), 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</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 a threshold value for contracts constituting Significant Subcontracts under the ETP Deed;</p> <p>b) if disclosed, the redacted information would prejudice the effective exercise by the Principal of its functions in negotiating</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>similar arrangements 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</p> <p>c) 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.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
32.	<p>Definition of "Target Cost"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	<p>The information redacted is part of a definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to a clause that has been redacted in its entirety;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) 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</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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
33.	<p>Definition of "Tunnelling Contract Documents"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	<p>The information redacted is part of a definition.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></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>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to a clause that has been redacted in its entirety; <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
34.	<p>Definition of "Tunnelling Contractor Consortium Deed"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the Tunnelling Contractor's Consortium Deed is confidential and exposing the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>name and details of this document may provide insight into the nature of the document; and</p> <p>b) the public interest has been served by revealing the fact that there was a Tunnelling Contractor Consortium Deed. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise name and details of this document.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
35.	<p>Definition of "Tunnelling Contractor Guarantor"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	<p>The information redacted is the entire definition.</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 for the following reasons:</p> <p>a) the redacted information regulates the Parent Company Guarantees to be provided by the Tunnelling Contractor to the Principal;</p> <p>b) exposing the redacted information would reveal the nature and scope of the Parent Company Guarantees that the Tunnelling Contractor was willing to provide in relation to the project. It may also provide insight into the Tunnelling Contractor's views on the likelihood of the Principal</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>having a right against the Parent Company Guarantor;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that a Parent Company Guarantee is required to be provided by the Tunnelling Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the identity of the Tunnelling Contractor Guarantor.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
36.	<p>Definition of "Urgent Defect"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	<p>The information redacted is part of the definition.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Tunnelling Contractor at a substantial</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> <p>a) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the Tunnelling Contractor in relation to Defects;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to in relation to the Defects, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain defects arising;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that there is a concept of Urgent Defects. In light of the disclosure of this information there is an overriding public interest against the disclosure of the definition.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.
37.	Definition of "Working Parameters" Clause 1.1 (<i>Definitions</i>)	The information redacted is part of the definition.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would:</p> <ul style="list-style-type: none"> (i) reveal an apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising; (ii) prejudice the effective exercise by the Principal of its functions in negotiating similar risks with other contractors; and <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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.
38.	Clause 1.2(u) (<i>Interpretation</i>)	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
39.	Clause 1.2(cc)(iv) (<i>Interpretation</i>)	The information redacted is part of a clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to clauses that have been redacted in their entirety; <p>b) the efficacy of the redactions to the relevant clauses is dependent on references to those clauses also being redacted;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
40.	Clause 4.4(b) (Utility Services)	The information redacted is part of a clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to a clause that has been redacted in its entirety; <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>capabilities and likelihood of default events arising; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
41.	Clauses 4.4(c)-(h) (Utility Services)	The information redacted is entire clauses.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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 Tunnelling Contractor's cost structure or profit margins and would place the</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> <p>a) the redacted information sets out the responsibilities of the parties in relation to the discovery of certain Utility Service Works;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to specific Utility Service Works, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain risks concerning utility works arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
42.	<p>Clause 4.10(b)</p> <p><i>(Cooperation and coordination with Interface Contractors)</i></p>	<p>The information redacted is part of a clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to</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> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to a clause that has been redacted in its entirety;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>potential competitors and other contractors.</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>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain events arising; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
43.	Clause 4.10A	The information redacted is the entire clause.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence</i>	The Principal weighed the competing public interest considerations and determined that

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
44.	Clause 5.1(g) (Cost Planning)	The information redacted is the entire clause.	<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 Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the Tunnelling Contractor's cost planning obligations with respect to specific Approved Subcontractors; and b) exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the Tunnelling Contractor, thereby prejudicing the Tunnelling Contractor's negotiating position. Therefore 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. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
45.	Clause 5.3(a)(v) (Adjustments)	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence</i></p>	<p>The Principal weighed the competing public interest considerations and determined that</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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>there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to a clause that has been redacted in its entirety; <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
46.	<p>Clause 5.6(b) (<i>Outturn Cost exceeds Target Cost</i>)</p>	<p>The information redacted is part of the clause.</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 for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to a clause that has been redacted in its entirety; <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>capabilities and likelihood of that key risk arising; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
47.	Clause 5.6(c) <i>(Outturn Cost exceeds Target Cost)</i>	The information redacted is part of the clause.	<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 Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</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> <p>a) describes the amount at which withholding of payment may occur in circumstances where the Outturn Cost has exceeded, or the Principal reasonably determines will exceed, the Target Cost;</p> <p>b) exposing the redacted information could provide insight into the Tunnelling Contractor's cost structure and would place the contractor at a substantial commercial disadvantage in relation to</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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>subcontractors and suppliers, and in comparison with other contractors; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
48.	Clause 5.8	The information redacted is the entire clause.	<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 Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</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> <p>a) the redacted information is a clause used in the context of a bespoke arrangement related to the Share of Cost Overrun arrangements agreed between the parties;</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.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
49.	Clause 5.9	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
50.	<p>Clauses 6.8(a)(i) and 6.8(a)(v)(A)</p> <p><i>(Information and requirements for Subcontracts)</i></p>	<p>The information redacted is dollar amounts.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the</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> <p>a) the redacted information sets out the value of Subcontracts above which:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(i) the Tunnelling Contractor will be required to provide the Principal with certain information; or</p> <p>(ii) the relevant Subcontractor will be required to execute a deed in the form of Schedule A30;</p> <p>b) exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the Tunnelling Contractor, thereby prejudicing the Tunnelling Contractor's negotiating position. Therefore 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</p> <p>c) 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.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
51.	Clauses 6.10(a)(iii), (b) and (c)	The information redacted is part of a clause and entire clauses.	<i>Section 32(1)(d), item 1(f) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	<i>(Subcontractor Warranties)</i>		<p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to subcontractor warranties required under the ETP Deed, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
52.	Clause 6.15(j) <i>(Self-performed Reimbursable Work)</i>	The information redacted is a dollar amount.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence"</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information is a monetary threshold;</p> <p>b) exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the Tunnelling Contractor, thereby prejudicing the Tunnelling Contractor's negotiating position. Therefore 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</p> <p>c) the public interest has been served by revealing the existence of the threshold value. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
53.	<p>Clauses 7.1(a)(i), 7.1(a)(ii) and post-amble of clause 7.1(a)</p> <p><i>(Unconditional undertakings)</i></p>	<p>The information redacted is percentages and part of a clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(i) the percentage of the Project Contract Sum that the Tunnelling Contractor must provide to the Principal as an unconditional undertaking;</p> <p>(ii) the threshold for Target Cost Increases above which the Tunnelling Contractor is required to provide additional security; and</p> <p>(iii) additional requirements with respect to the unconditional undertakings to be provided under clause 7.1 of the ETP Deed;</p> <p>b) exposing the redacted information would reveal how the parties apportioned risk for security and therefore the level of risk that the Tunnelling Contractor was willing to price;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that unconditional undertakings are required from the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>Tunnelling 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.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
54.	<p>Clause 7.2(c) (Requirements for unconditional undertakings)</p>	<p>The information redacted is part of a clause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out requirements for issuers of unconditional undertakings under the ETP Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the expiry of the unconditional undertakings, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept; c) if disclosed, the redacted information would prejudice the effective exercise by the Principal of its functions in negotiating similar arrangements 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
55.	Clause 7.2 post-amble <i>(Requirements for unconditional undertakings)</i>	The information redacted is part of a 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 for the following reasons:</p> <p>a) the redacted information describes a date and sets out commercially sensitive information in relation to the expiry of the unconditional undertakings provided by the Tunnelling Contractor under the ETP Deed;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the expiry of the unconditional undertakings, and therefore</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>the level of risk that the Tunnelling Contractor was willing to price and accept;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing that unconditional undertakings provided by the Tunnelling Contractor under the ETP Deed may have an expiry date.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
56.	<p>Clause 7.3 (<i>Recourse to unconditional undertakings</i>)</p>	<p>The information redacted is part of the clause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out bespoke arrangements regarding the Principal's rights to have recourse to the unconditional undertakings; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
57.	<p>Clause 7.4(b)(ii) (Release of unconditional undertakings)</p>	<p>The information redacted is a date.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the date by which the Principal must release the unconditional undertakings;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to security, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>There is an overriding public interest against disclosure.</p>	<p>be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of the security. In light of the disclosure of this information there is an overriding public interest against the disclosure of precise dates.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
58.	<p>Clause 7.4(b) post-amble <i>(Release of unconditional undertakings)</i></p>	<p>The information redacted is a percentage.</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 for the following reasons:</p> <p>a) the redacted information sets out the amount of the unconditional undertaking that the Principal can withhold on the dates referred to in clause 7.4(b) of the ETP Deed as a percentage of the cost of rectifying any outstanding Defects;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to security, and therefore the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>level of risk that the Tunnelling Contractor was willing to price and accept;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of the security. In light of the disclosure of this information there is an overriding public interest against the disclosure of the percentage amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
59.	Clause 7.4(d) <i>(Release of unconditional undertakings)</i>	The information redacted is part of a 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</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> <p>a) the redacted information outlines the time period in which the Principal must release the unconditional undertakings to the Tunnelling Contractor;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the retention and release of the unconditional undertakings, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of ongoing defects arising;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of the security. In light of the disclosure of this information there is an overriding public interest against the disclosure of the time periods for release.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
60.	Clauses 8.3(b)(iii), 8.3(b)(iv), 8.3(b)(v) and 8.3(d) (Change in Law)	The information redacted is entire clauses and parts of clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors 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.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	Review: This information would be reviewed for disclosure as events and circumstances change.
61.	Clause 8.5(b) <i>(Changes to Planning Approvals)</i>	The information redacted is part of a clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a definition that has been redacted in its entirety; b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted; c) 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 <p>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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
62.	<p>Clauses 8.13(b) and 8.13(c)</p> <p><i>(Rock breaking and noise generating works at Pyrmont Cross Passage 6)</i></p>	<p>The information redacted refers to periods of time and part of a clause.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) relates to a definition that has been redacted in its entirety; and (ii) sets out a threshold number of hours of noise generating activity that the Tunnelling Contractor must be permitted to undertake prior to being entitled to relief under the ETP Deed and information about the Tunnelling Contractor's entitlements to relief; <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to potential planning restrictions on noise generating activities, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by the Principal of its functions in negotiating</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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</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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
63.	<p>Clause 8A.4(a)(iv) and (b)</p> <p>(Administrative Modification)</p>	<p>The information redacted is part of the clause.</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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the Tunnelling Contractor's entitlements to relief where the Administrative Modification is refused by the Minister for Planning;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>There is an overriding public interest against disclosure.</p>	<p>the Principal and the Tunnelling Contractor in relation to potential planning restrictions on tunnelling, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
64.	Clause 9	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), 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</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 a bespoke arrangement agreed between the parties to apportion risk with respect to COVID-19 and relates to definitions that have been redacted in their entirety. The disclosure of this information would provide insight on how the parties</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>apportioned risk for COVID-19, and therefore the risk that the Contractor was willing to price and accept;</p> <p>b) the disclosure of this information would prejudice the effective exercise by the Principal of its functions in negotiating the effects of COVID-19 with other contractors;</p> <p>c) the public interest in favour of disclosure has been served by revealing that the ETP Deed has addressed COVID-19. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
65.	Clause 10.2(a)(iv)(B) <i>(Work health and safety)</i>	The information redacted is part of the clause.	<i>Section 32(1)(d), item 1(f) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out negotiated particulars regarding the Tunnelling Contractor's work health and safety obligations; and b) exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the Tunnelling Contractor, thereby prejudicing the Tunnelling Contractor's negotiating position. Therefore 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. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
66.	<p>Clause 12.3 <i>(Occupation and use of partially completed Project Works)</i></p>	<p>The information redacted is part of a clause and entire clauses.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the approach to Portions, and therefore the risk that the Tunnelling

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
67.	<p>Clause 12.4 (Reduction in entitlement)</p>	<p>The information redacted is part of a clause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</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> <p>a) the redacted information:</p> <p>(i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(ii) relates to a definition and clause that have been redacted in their entirety;</p> <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
68.	Clause 14.2(h)(ii) (Access)	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding the Tunnelling Contractor's entitlements in relation to site access; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to that event; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
69.	Clause 14.2(k) (Access)	The information redacted is part of a 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 for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to a clause that has been redacted in its entirety; <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
70.	Clause 14.4(i) (Property Works)	The information redacted is part of a clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a definition that has been redacted in its entirety; b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted; c) 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 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
71.	<p>Clause 14.5(c) (Control of Construction Site)</p>	<p>The information redacted is part of a clause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a definition that has been redacted in its entirety; b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted; c) 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<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 would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
72.	Clauses 14.6(c) and (d) (<i>Extra Land</i>)	The information redacted is part of a clause and an entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor in relation to <i>Extra Land</i>;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
73.	<p>Clauses 14.8(b), (c) and (e) <i>(Physical conditions)</i></p>	The information redacted is part of a clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to a clause that has been redacted in its entirety; <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain events arising; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
74.	Clause 14.9	The information redacted is an entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the responsibilities of the parties in relation to the occurrence of a key risk on the project;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the occurrence the particular event, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to that event. Exposing this information may provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
75.	<p>Clause 14.10 (<i>Information Documents</i>)</p>	<p>The information redacted is part of the clause.</p>	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</p> <p>(ii) relates to a clause that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; 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 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>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
76.	Clause 14.11	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to a clause that has been redacted in its entirety; <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
77.	<p>Clauses 14.13(b)(iv) and 14.13(c)</p> <p><i>(Notice of Site Investigation Location Difference)</i></p>	<p>The information redacted is part of a clause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a definition that has been redacted in its entirety; b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted; c) 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>disclosure there is an overriding public interest against the disclosure; 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 would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
78.	Clauses 14.15(d) and (h) <i>(Artefacts)</i>	The information redacted is a number.	<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> <p>a) the redacted information is a period of time that relates to an apportionment of risk in connection with the discovery of State Significant Artefacts or Aboriginal Objects;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>to price and accept in relation to those events; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
79.	Clause 14.15(g) (Artefacts)	The information redacted is a number and parts of a clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a definition that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by the Principal of its functions in negotiating</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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</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 would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
80.	<p>Clauses 14.17(e), (l) and (m)</p> <p><i>(Hazardous Materials)</i></p>	<p>The information redacted is parts of a clause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a definition that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>references to that definition also being redacted;</p> <p>c) 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</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 would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
81.	<p>Clauses 14.19(a), 14.19(b), 14.20, 14.24(d)(v) and 14.25(c)(v)</p> <p>(Contamination)</p>	<p>The information redacted is parts of clauses and an entire clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></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> <p>a) the redacted information relates to:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(i) a definition and a clause that have been redacted in their entirety; and</p> <p>(ii) arrangements between the parties with respect to the risk of specified contamination;</p> <p>b) the efficacy of the redaction to the relevant definition and clause is dependent on references to that definition and clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to Contamination, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising; 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>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.
82.	Clause 14.29 <i>(Interface with Third Parties)</i>	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the information redacted set out the rights and obligations of the parties in relation to the Third Party Agreements; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the Third Party Agreements, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising; c) if the redacted information were disclosed, third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and d) revealing the information could prejudice the parties' legitimate business, commercial or financial interests, and also

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>prejudice the effective exercise by the Principal of its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
83.	Clause 14.30 (Adjoining Properties)	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the information redacted set out the rights and obligations of the parties in relation to Adjoining Properties; b) the Principal is still in the process of negotiating with adjoining property owners. If the redacted information were disclosed, third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and c) in doing so, revealing the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
84.	<p>Clause 14.31(f) (Existing Operations)</p>	<p>The information redacted is part of a clause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a definition that has been redacted in its entirety; b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted; c) 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 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.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
85.	<p>Clause 14.32 (Adjustments to Construction Site boundaries following completion of substratum surveys)</p>	<p>The information redacted is parts of the clause and an entire sub-clause.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to a clause that has been redacted in its entirety; <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
86.	Clause 15.8 (Testing)	The information redacted is part of a clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a definition that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted;</p> <p>c) 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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; 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 would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
87.	Clause 16.6(b)(ii)(E) (Ownership of documentation)	The information redacted is part of a clause.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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-</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> <p>a) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor in relation to the intellectual property rights;</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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
88.	Clause 16.9 (Design Life)	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors.</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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the Tunnelling Contractor's liability in respect of the Design Lives of the Project Works; and b) exposing the redacted information would also reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the Design Lives of the Project Works, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept; c) the length of time that claims may be made with respect to design life was also a key part of the proposal for the Tunnelling Contractor. The time periods provide lucidity on the Tunnelling Contractor's capabilities, and that

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>information is expected to be used by the Tunnelling Contractor in the future; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
89.	Clause 17.4(a)(ii) (Minor Changes)	The information redacted is a dollar amount.	<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 Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</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> <p>a) the redacted information sets out the allowance which the Tunnelling Contractor has made for the anticipated impact of Minor Changes on the Target Cost;</p> <p>b) exposing this information may provide insight into the Tunnelling Contractor's cost structure, and also provide insight into the Tunnelling Contractor's views on of the likelihood of it being asked to perform Minor Changes;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 1(d) and (f) and 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>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of a Minor Change regime. In light of the disclosure of this information there is an overriding public interest against the disclosure of this dollar amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
90.	Clause 17.4(a)(iii) (Minor Changes)	The information redacted is part of a clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to</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> <p>a) the redacted information:</p> <p>(i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(ii) relates to a definition and clause that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
91.	Clause 17.4(e) (Minor Changes)	The information redacted is a dollar amount.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 1(d) and (f) and item 4(b), (c) and (d) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out that value threshold below which Changes are categorised as Minor Change;</p> <p>b) exposing this information may provide insight into the Tunnelling Contractor's profit margins and the level of risk that the Tunnelling Contractor was willing to price and accept;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of a Minor Change regime. In light of the disclosure of this information there is an overriding public interest against the disclosure of this dollar amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
92.	Clauses 17.5(b)(i), 17.5(b)(ii) and 17.5(k)	The information redacted is part of a clause.	<i>Section 32(1)(d), item 1(f) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	<i>(Proposed Changes)</i>		<p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to a clause that has been redacted in its entirety; <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept; 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 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>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.
93.	Clause 17.6(c) <i>(Cost of preparing Change Proposals)</i>	The information redacted is a dollar amount.	<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 Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 1(d) and (f) and 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 for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the cap on third party design consultancy costs for which the Tunnelling Contractor will be entitled to be reimbursed when preparing a Change Proposal; b) exposing this information may provide insight into the Tunnelling Contractor's cost structure and profit margins; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) the public interest has been served by revealing the entitlement for the Tunnelling Contractor to be reimbursed for third party design consultancy costs up to a cap. In light of the disclosure of this

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>information there is an overriding public interest against the disclosure of this dollar amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
94.	<p>Clauses 17.6(d), (e) and (f)</p> <p><i>(Cost of preparing Change Proposals)</i></p>	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a definition that has been redacted in its entirety; b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted; c) 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 d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
95.	<p>Clauses 17.7(b), 17.7(c), 17.7(j), 17.8(a)(ii), 17.9(c), 17.10(c)(i), 17.10(e), 17.10(h), 17.10(i), 17.10(j), 17.10(k) and 17.11(c)</p> <p>(Changes)</p>	<p>The information redacted is part of the clause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a definition that has been redacted in its entirety; b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted; c) 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<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 would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
96.	<p>Clause 18.16(d) (<i>Prior Contractor Handover Works</i>)</p>	<p>The information redacted is part of the clause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a definition that has been redacted in its entirety; b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted; c) 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; 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 would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
97.	<p>Clauses 18.16(f) and (g)</p> <p><i>(Prior Contractor Handover Works)</i></p>	The information redacted is an entire clause and part of a clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</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> <p>a) the redacted information sets out the responsibilities of the parties in relation to the occurrence of a key risk on the project regarding the Prior Contractor Handover Works;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the occurrence the particular event, and therefore the level of risk that</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p>	<p>the Tunnelling Contractor was willing to price and accept in relation to that event. Exposing this information may provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
98.	Clause 18.17	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</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> <p>a) the redacted information:</p> <p>(i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(ii) relates to a clause that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain events arising; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
99.	Clauses 19.5 and 19.6 <i>(Defects, Inspection and Repair)</i>	The information redacted is part of a clause and an entire clause and sub-clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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 for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor in relation to defects; and/or (ii) relates to a clause that has been redacted in its entirety; <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain events arising; 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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
100.	<p>Clause 19.6(b)(ii) (Responsibility for Defects)</p>	<p>The information redacted is part of the clause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a definition that has been redacted in its entirety; b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted; c) 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<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 would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
101.	<p>Clause 19.7 (Defects correction period for the Works)</p>	<p>The information redacted is dates.</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 for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the end of the Defects Correction Period; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the rectification of defects after the Date of Completion of a Portion, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>potential capabilities and likelihood of ongoing defects arising;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that there is a Defects Correction Period. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise dates.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
102.	Clause 19.12 (Warranties by others)	The information redacted is part of a clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to subcontractor warranties required under the ETP Deed, and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
103.	<p>Clause 20.1(e) (Principal's Representative)</p>	<p>The information redacted is part of a clause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</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 exercise of the functions of the Principal's Representative;</p> <p>b) exposing the information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>relation to the occurrence of particular events. Exposing this information may also provide insight into the Tunnelling Contractor's views on the likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
104.	<p>Clause 20.2(d)(iii) (Tunnelling Contractor's personnel)</p>	<p>The information redacted is a dollar amount.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to</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> <p>a) the redacted information sets out the value of the matters which the Project Director of the Tunnelling Contractor can enter into on the basis of their delegated authority;</p> <p>b) the redacted information concerns sensitive information on the internal operations of the Tunnelling Contractor.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Revealing the redacted information may prejudice the Tunnelling Contractor's legitimate business and commercial interests, as other parties dealing with the Tunnelling Contractor may be able to use this information to their advantage; and</p> <p>c) the public interest has been served by revealing the fact that the Project Director has the delegated authority to bind the Tunnelling Contractor in matters below of specific value. In light of the disclosure of this information there is an overriding public interest against the disclosure of the specific dollar amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
105.	Clause 20.5(b)(ii) <i>(Management Review Group)</i>	The information redacted is the name of an individual person.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information specifies the name of an individual person.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
106.	Clause 20.12(d)(iii)	The information redacted is dollar amounts.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of</i>	The Principal weighed the competing public interest considerations and determined that

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	(Minimise disruption and complaints and notifications)		<p><i>"commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the value of damage to adjoining land which the Tunnelling Contractor must repair;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the repair of damage on Adjoining Properties, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept;</p> <p>c) the information may also be used by adjoining properties owners, prejudicing the position of the Tunnelling Contractor when resolving claims concerning damage to adjoining land;</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; and</p> <p>e) the public interest has been served by revealing the existence of a maximum value for repair work to Adjoining</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>Properties that the Tunnelling Contractor is required to carry out. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
107.	<p>Clauses 21.6(b), (d), (e), (f) and (h)</p> <p><i>(Extension of time)</i></p>	<p>The information redacted is an entire clause and part of a clause.</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 for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
108.	Clause 21.8(b)(ii) (Suspension)	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a definition that has been redacted in its entirety; b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted; c) 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<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 would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
109.	<p>Clauses 21.9(b)(i) and 21.9(j)</p> <p><i>(Directions to change sequencing, accelerate, defer activities or make accessible)</i></p>	<p>The information redacted is part of a clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></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> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to a definition and clause that has been redacted in its entirety; <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
110.	21.10(k) (Liquidated damages)	The information redacted is part of a 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</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> <p>a) the redacted information is commercially sensitive information and relates to the operation of the liquidated damages regime;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
111.	<p>Clause 22.1(c) <i>(Principal's payment obligation for design and construction)</i></p>	<p>The information redacted is part of a clause.</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 for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to a clause that has been redacted in its entirety; <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
112.	Clauses 22.5(a) and (b) <i>(Provision of documentation and other requirements)</i>	The information redacted is percentages.	<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 Tunnelling Contractor's cost structure or</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information identifies the percentage of the amount set out in the payment schedule that the Principal is obliged to pay the Tunnelling Contractor if</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the Tunnelling Contractor has not complied with the conditions listed in clauses 22.5(a) or 22.5(b);</p> <p>b) the purpose of the clause is to incentivise the Tunnelling Contractor to provide all documents and achieve the other requirements set out in clauses 22.5(a) and 22.5(b). The redacted information reflects a negotiated amount which the Tunnelling Contractor has priced and accepted;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of a reduced obligation on the Principal to pay the Tunnelling Contractor the amount set out in a payment schedule if the Tunnelling Contractor fails to satisfy its obligations set out under clauses 22.5(a) or 22.5(b). In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.
113.	Clauses 22.7(a), (b)(ii), (c), (d), (e) and (f) <i>(Payment for Key Plant and Equipment)</i>	The information redacted is entire clauses and part of a clause.	<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 Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information concerns the rights and obligations of the parties in relation to the Key Plant and Equipment; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the Key Plant and Equipment. In doing so, it would also provide insight on the level of risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide lucidity on the Tunnelling Contractor's underlying cost structure; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
114.	<p>Clauses 22.7(b)(i) and 22.6(h)(i)</p> <p><i>(Payment for Key Plant and Equipment)</i></p>	<p>The information redacted is part of a clause and a percentage.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> (i) the requirements for provision of unconditional undertakings in relation to the Key Plant and Equipment including the percentage of the Key Plant and Equipment Amount that is to be provided in each unconditional undertaking; and (ii) the percentages by which the unconditional undertakings are to be reduced over time; <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the Key Plant and Equipment. In doing so, it would also provide insight on the level of risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>capabilities and likelihood of certain risks arising, and as well as providing lucidity on the Tunnelling Contractor's underlying cost structure;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of an unconditional undertaking in relation to Key Plant and Equipment. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
115.	Clause 22.8(a)(i)(A) (Payment for unfixed Materials)	The information redacted is part of the clause.	<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 Tunnelling</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> <p>a) the redacted information sets out requirements regarding the unconditional</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>undertakings to be provided under clause 22.8;</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>c) the public interest has been served by revealing the existence of an unconditional undertaking in relation to unfixed Materials. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
116.	Clause 22.11 (Interest)	The information redacted is a percentage.	<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 Tunnelling Contractor's cost structure or profit margins and would place the</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> <p>a) the redacted information sets out the percentage at which the Principal will pay the Tunnelling Contractor simple interest above the Bank Bill Rate;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor for outstanding amounts payable, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
117.	<p>Clause 22.13 (<i>Claim for Share of Savings</i>)</p>	<p>The information redacted is part of a clause and a percentage.</p>	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></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>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal the Contractor's cost structure or profit margins, full base case financial model and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out the times at which the Tunnelling Contractor is entitled to claim specified portions of the Share of Savings (if any);</p> <p>b) exposing the redacted information could provide insight into the Tunnelling Contractor's cost structure and financial model; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
118.	<p>Clauses 22.14(e)(ii) and 22.14(f)(ii)</p> <p><i>(Provisional Sum Work & Call-off Services)</i></p>	<p>The information redacted is part of the clause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a definition that has been redacted in its entirety;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted;</p> <p>c) 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</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 would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
119.	Clause 22.15(d) <i>(Initial Payment)</i>	The information redacted is a time period, an amount and a dollar amount.	<p><i>Section 31(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective</p>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> (i) the timeframe for repayment of the Initial Payment by the Tunnelling Contractor; and (ii) the amount by which the Tunnelling Contractor's payment claims will be reduced to allow for repayment of the Initial Payment; and <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
120.	Clause 22.18	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
121.	<p>Clauses 24.1, 24.2, 24.3, 24.4, 24.4A, 24.5, 24.6, 24.7 and 24.12</p> <p>(Liability)</p>	<p>The information redacted is entire clauses.</p>	<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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out commercially sensitive information</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>regarding the liability and claims regime under the ETP Deed, including limits on the Tunnelling Contractor's liability;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to liability under the ETP Deed;</p> <p>c) 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</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 prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
122.	Clauses 25.2 and 25.3	The information redacted is entire clauses.	<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</p>	The Principal weighed the competing public interest considerations and determined that

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <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>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 Tunnelling Contractor's liability;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to liability under the ETP Deed. Exposing this information may provide insight into the Tunnelling Contractor's views on its potential capabilities and the likelihood of the Tunnelling Contractor being held liable in the circumstances specified in these clauses;</p> <p>c) the redacted information sets out an arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information; 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 prejudice the parties' legitimate business, commercial or financial interests.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.
123.	Clauses 25.4(a)(ii), 25.7, 25.9, 25.10, 25.11, 25.12, 25.13, 25.14, 25.15, 25.16, 25.17, 25.18, 25.19, 25.21 and 25.23 <i>(Insurance)</i>	The information redacted is a date and 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 Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information outlines:</p> <ul style="list-style-type: none"> (i) the time period in which the Principal must effect an insurance set out in Schedule E6; and (ii) the insurance policies that the Tunnelling Contractor is required to effect and maintain, and includes the information on the scope and cover to be provided by the policies; <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to its insurance obligations and insurance risk, and the level of insurance risk that the Tunnelling Contractor was willing to price and accept;</p> <p>c) the scope of the insurance that the Principal requires the Tunnelling Contractor to effect may be taken as an indication of the risk levels involved with the Tunnelling Contractor's obligations under the ETP Deed. This may have signalling effects to the market and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>provide insight into the Tunnelling Contractor's financial arrangements; and</p> <p>d) by revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
124.	<p>Clauses 26.4(a), (d) and (e)</p> <p><i>(Termination by the Principal for insolvency or breach)</i></p>	<p>The information redacted is parts of clauses and entire clauses.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</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> <p>a) exposing the redacted information would reveal the level of risk that the Principal was willing to accept in relation to its termination rights against the Tunnelling Contractor; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
125.	<p>Clauses 26.4(a)(ix) and (x)</p> <p><i>(Termination by the Principal for insolvency or breach)</i></p>	<p>The information redacted is percentages.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the percentage value of the Project Contract Sum that the liability of the Tunnelling Contractor must exceed before the Principal will have a right to terminate the ETP Deed; b) exposing the redacted information would reveal the level of risk that the Principal was willing to accept in relation to its termination rights against Tunnelling Contractor; c) revealing the information would place the parties at a substantial commercial

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of a right to terminate when the Tunnelling Contractor's liability exceeds a specific percentage of the Project Contract Sum. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
126.	<p>Clause 26.4(a)(xi) <i>(Termination by the Principal for insolvency or breach)</i></p>	<p>The information redacted is part of a clause.</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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <p>(i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>(ii) relates to a clause that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
127.	Clause 26.10(a)(v) (Cost)	The information redacted is a percentage.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out a percentage relevant to the amounts payable to the Tunnelling Contractor following a termination for convenience;</p> <p>b) the disclosure of the redacted information would reveal the percentage that the Tunnelling Contractor was willing to accept for the termination for convenience under the Tunnelling Contract. Exposing this information may provide insight into the Tunnelling Contractor's profit margins and cost structure;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
128.	Clause 26.10A (<i>KP&E Residual Value Amounts</i>)	The information redacted is part of a clause.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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:</p> <ul style="list-style-type: none"> (i) the redacted information sets out a bespoke arrangement related to the residual value of Key Plant and Equipment agreed between the parties; and (ii) relates to a clause that has been redacted in its entirety; <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
129.	<p>Clause 27.5(a) (<i>Independent Estimator</i>)</p>	<p>The information redacted is a dollar amount and a period of time.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), 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 sets out a:</p> <ul style="list-style-type: none"> (i) threshold value in relation to disputed Target Cost adjustments; and (ii) threshold period in relation to disputed extensions of time, <p>below which such Dispute must be referred to the Independent Estimator for resolution;</p> <p>b) if disclosed, the redacted information would prejudice the effective exercise by the Principal of its functions in negotiating similar arrangements 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</p> <p>c) the disclosure of the information could reveal commercial-in-confidence</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>provisions of a government contract, reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
130.	Clause 28.4	The information redacted is an entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors.</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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the responsibilities of the parties in relation to the occurrence of a key risk on the project; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the occurrence the particular event, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to that event. Exposing this information may provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			information to a person and prejudice a person's legitimate business and commercial interests.	<p>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, and also prejudice the effective exercise by the Principal of its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
131.	Clause 29.4(fa) (Financial Mitigation Plan)	The information redacted is part of a clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), 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 for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information relates to a bespoke arrangement negotiated with the Tunnelling Contractor; b) 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 nature of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
132.	Clause 33.5 (Bar)	The information redacted is part of the clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to a clause that have been redacted in its entirety; <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
133.	Clause 34.1(c)(D) (Notices)	The information redacted is names and email addresses of individual persons.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information contains personal information, including the names and email addresses of individual persons.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
134.	Clause 34.5(d) (Indemnities to survive)	The information redacted is the entire clause.	<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 Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out limits on the parties' liabilities under the ETP Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the long term risks associated with the works, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept. It would also provide insight on the Tunnelling Contractor's cost structure; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
135.	Clause 34.10 (Non reliance)	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 for the following reasons:</p> <p>e) the redacted information:</p> <ul style="list-style-type: none"> (iii) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (iv) relates to a clause that has been redacted in its entirety; <p>f) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>g) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>h) 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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
136.	Execution page of the main body of the ETP Deed	The information redacted is the names and signatures of the signatories and witnesses.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and signatures.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
SCHEDULES				
137.	Items 7, 8 and 10 of Schedule A1 <i>(Conditions Precedent)</i>	The information redacted is entire items.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information relates to unique arrangements agreed between the parties relating to conditions precedent; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
138.	Schedule A2 (Portions and Milestones)	The redacted information is dates, dollar amounts and Portion descriptions.	<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 Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> (i) the description of each Portions; (ii) the Date for Substantial Completion of each Portion; and (iii) the rate of Liquidated Damages if Substantial Completion does not occur by the Date for Substantial Completion; <p>b) exposing the redacted information would reveal the risk that the Tunnelling Contractor priced and accepted in relation to Liquidated Damages regime and the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>relevant Dates for Substantial Completion. Exposing this information may provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of there being a delay to the project;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the obligation of the Tunnelling Contractor to achieve Substantial Completion of the relevant portions by the Date for Substantial Completion for each Portion. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates, dollar amounts and Portion descriptions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
139.	Schedule A3	The information redacted is the entire schedule.	<i>Section 32(1)(d), item 1(f) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	(Pre-Agreed Changes)		<p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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 Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted schedule concerns the Pre-Agreed Changes under the ETP Deed. The information redacted includes:</p> <ul style="list-style-type: none"> (i) a description of the Pre-Agreed Changes that the Principal has a right to exercise; (ii) the date by which the Principal has a right to exercise that Pre-Agreed Change; (iii) the amendments to the ETP Deed and the Tunnelling Specification if the Principal chooses to exercise the Pre-Agreed Change; and (iv) adjustments to the Target Cost if the Principal chooses to exercise the Pre-Agreed Change; <p>b) in setting out the Tunnelling Contractor's entitlement in relation to each Pre-Agreed Change, the schedule provides visibility on the Tunnelling Contractor's profit margins. The information also reveals the apportionment of risk that the Tunnelling Contractor is willing to price and accept for each Pre-Agreed Change; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
140.	Schedule A5 (Subcontract Requirements)	The information redacted is part of a clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and b) the public interest has been served by revealing the existence of the subcontracting requirements.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
141.	Schedule A6 <i>(Significant Subcontractors and Pre-Approved Subcontractors)</i>	The information redacted is the names of the Significant Subcontractors and Pre-Approved Subcontractors and all information in relation to subcontract packages with pre-approved tender lists.	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information is the:</p> <ul style="list-style-type: none"> (i) names of the Significant Subcontractors and Pre-Approved Subcontractors under the ETP Deed; and (ii) the description of each subcontract package and pre-approved tender list in Part D of Schedule A6; <p>b) exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the Tunnelling Contractor, thereby prejudicing the Tunnelling Contractor's negotiating position. Therefore, disclosure of the information could diminish the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
142.	Schedule A7 (Subcontractors to provide warranties)	The information redacted is Subcontract Work descriptions and warranty periods.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the categories of Subcontract Work and warranty periods for which the Tunnelling Contractor must procure warranties from the relevant subcontractors; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to subcontractor warranties, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept; c) the warranty periods provide insight into the subcontractor's capabilities, and that information is expected to be used by the Tunnelling Contractor in the future. Additionally, this information may provide insight into the Tunnelling Contractor's ability to obtain certain warranty periods from the market; and 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
143.	Schedule A8 (Form of Warranty)	The information redacted is part of a clause, an entire clause and related particulars.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to subcontractor warranties, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept; b) disclosing this information may provide insight into the Tunnelling Contractor's ability to obtain certain warranty terms from the market; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
144.	Schedule A9 (<i>Tunnelling Contractor's Personnel</i>)	The information redacted is the names of individual persons.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information specifies the names of individual persons.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
145.	Schedule A10 (<i>Form of Independent Certifier Deed</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i></p> <p>The disclosure of the information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d) (items 4(b), 4(c) and 4(d) of the table in section 14)</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of Independent Certifier Deed; b) revealing the information would disclose the apportionment of risk between the parties in relation to the Independent Certifier and the nature of risk the Tunnelling Contractor was willing to price and accept. This would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 a person's legitimate business, commercial or financial interests; and</p> <p>c) the public interest has been served by revealing the existence of the Independent Certifier Deed.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
146.	<p>Clause 9(b) of Schedule A11 <i>(Form of Master Interface Deed)</i></p>	<p>The information redacted is the name and email address of individual persons.</p>	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and email addresses.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
147.	<p>Schedule A12 <i>(Form of Collateral Warranty Deed Poll)</i></p>	<p>The information redacted is the entire schedule.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <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>a) the redacted information sets out the form of the collateral warranty required to be provided in relation to works which the Tunnelling Contractor is required to design, construct and handover to the Principal; and</p> <p>b) revealing the information would disclose an apportionment of the risk between the parties and the nature of risk the Tunnelling Contractor was willing to price and accept. This 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 a person's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
148.	Schedule A16 (Nominated Subcontracts)	The information redacted is the names and ABNs of the Nominated Subcontractors.	<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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information is the names and ABNs of Nominated Subcontractors under the ETP Deed;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) if the redacted information were to be disclosed, third parties may be able to use that information to their advantage in negotiations with the Tunnelling Contractor, thereby prejudicing the Tunnelling Contractor's negotiating position. Therefore, disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>c) the public interest has been served by revealing the categories of Nominated Subcontracts.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
149.	Schedule A17 (IDAR Panel Agreement)	The information redacted is a percentage and information related to the rates payable to the IDAR Panel Members and the Services Brief.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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, among others, the method for calculating fees in the case of a Dispute between the parties and fees payable to Members of the IDAR Panel under the IDAR Panel Agreement and the Services Brief;</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><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>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 is not significantly advanced by the disclosure of this information, and it outweighed by the public interest against the disclosure as identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
150.	Schedule A20 (Deed of Disclaimer)	The information redacted is the entire schedule.	<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><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in</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 contains personal information, including the names of signatures of individual persons;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to Information Documents, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>relation to potential competitors and other contractors.</p> <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>Contractor's views on its potential capabilities and likelihood of key events arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
151.	Schedule A22 (<i>Geotechnical Reports</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the Geotechnical Reports, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>capabilities and likelihood of key events arising; 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
152.	Schedule A23 (Overall ETP Program)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>Would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility.</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</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> <p>a) disclosure of the redacted information would reveal how the Supplier has programmed the work for the project and provide insight into the Supplier's views on its potential capabilities and likelihood of certain risks arising;</p> <p>b) exposing the redacted information would reveal the level of risk the Tunnelling Contractor was willing to price and accept in relation to the timing of the delivery of</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the Project Works. It would also reveal a program which the Tunnelling Contractor has invested a significant amount of time developing, and which the Tunnelling Contractor may want to use in future bids to gain a competitive advantage; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
153.	Schedule A24 (Proof Engineer Requirements)	The information redacted is part of a clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) if disclosed, the redacted information would prejudice the effective exercise by the Principal of its functions in connection with the project; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
154.	Schedule A27	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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</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> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to definitions that have been redacted in their entirety; <p>b) the efficacy of the redaction to the relevant definitions is dependent on Schedule A27 also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain events arising; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
155.	Schedule A28 (Initial Tender Design)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to design, and therefore the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>potential capabilities and likelihood of key events arising; 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
156.	Schedule A29	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in</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> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to a definition and a clause that have been redacted in their entirety;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>relation to potential competitors and other contractors.</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>b) the efficacy of the redaction of the relevant definition and clause are dependent on references to that definition and clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain risks arising; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
157.	Schedule A31	The information redacted is the entire schedule.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of</i>	The Principal weighed the competing public interest considerations and determined that

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>"commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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>there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to definitions and a clause that have been redacted in their entirety; <p>b) the efficacy of the redaction to the relevant definitions and clause is dependent on references to those definitions and clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of default events arising; 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 contractors. Therefore the disclosure of the information could</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
158.	Schedule A32	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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 for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to definitions and a clause that have been redacted in their entirety; <p>b) the efficacy of the redaction to the relevant definitions and clause is dependent on references to those definitions and clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>Contractor's views on its potential capabilities and likelihood of default events arising; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
159.	Schedule A33	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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-</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> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to definitions and a clause that have been redacted in their entirety; <p>b) the efficacy of the redaction to the relevant definitions and clause is</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>dependent on references to those definitions and clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain risks arising; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
160.	Schedule A34 (C&SW Monitoring Regime)	The information redacted is a diagram.	<p><i>Section 32(1)(c)</i></p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) if disclosed, the redacted information:</p> <ul style="list-style-type: none"> (i) would reveal information about sensitive assets and could reasonably be expected to affect public safety or security; and (ii) would prejudice the effective exercise by the Principal of its functions in connection with the project; and <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
161.	Schedule A35 (Subcontract Procurement Process)	The information redacted is dollar amounts.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p><i>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the value of a subcontract that qualifies for the application of certain subcontracting tender processes required by the Principal under the ETP Deed; and

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</i></p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p><i>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</i></p> <p><i>There is an overriding public interest against disclosure.</i></p>	<p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events;</p> <p>c) the Tunnelling Contractor is still in the process of engaging subcontractors. If the redacted dollar amounts were disclosed, potential subcontractors may be able to use that information to their advantage in negotiations with the Tunnelling Contractor, thereby prejudicing the Tunnelling Contractor's negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of the threshold values. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
162.	Schedule A36	The information redacted is the entire schedule.	<i>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-</i>	The Principal weighed the competing public interest considerations and determined that

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	<i>(Form of Independent Estimator Deed)</i>		<p><i>confidence provisions" at clause 1 of Schedule 4)</i></p> <p>The disclosure of the information would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d) (items 4(b), 4(c) and 4(d) of the table in section 14)</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of Independent Estimator Deed; and b) revealing the information would disclose the apportionment of risk between the parties in relation to the Independent Estimator and the nature of risk the Tunnelling Contractor was willing to price and accept. This 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 a person's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
163.	Schedule C2 <i>(Provisional Sum Work)</i>	The information redacted are parts of the schedule.	<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 Tunnelling Contractor's cost structure or</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information describes the scope of Provisional Sum Work and the value of that Work;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) the Tunnelling Contractor is still in the process of engaging subcontractors. Exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the Tunnelling Contractor, thereby prejudicing the Tunnelling Contractor's negotiating position. Therefore 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</p> <p>c) disclosure of the redacted information may provide insight on how the Tunnelling Contractor priced and accepted the Provisional Sum Work for the project. If this information were revealed, it could place the Tunnelling 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 Tunnelling Contractor may have to negotiate or bid against,</p> <p>and therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Tunnelling Contractor's legitimate business, commercial or financial interests.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.
164.	Schedule D1 (Site Access Schedule)	The information redacted is tables.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the redacted information sets out:</p> <ul style="list-style-type: none"> (i) details relating to the site access drawings and descriptions of site areas; and (ii) the Early Site Access Dates, Site Access Dates, Site Access Expiry Dates and Site Access Restrictions for various site areas; <p>(b) the Tunnelling 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 Tunnelling Contractor in the development and refinement of such strategy, and the access locations and access dates, combined with other information, could contain the Tunnelling Contractor's intellectual property. The Tunnelling Contractor may benefit from using this information in future bids to obtain a commercial advantage, and the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>disclosure of this information would reduce its competitive commercial value;</p> <p>(c) the Tunnelling Contractor has obligations under the ETP Deed with respect to accessing the Construction 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 Tunnelling Contractor's views on its own capabilities and the level of risk the Tunnelling Contractor was willing to price and accept. If this information were revealed, it could place the Tunnelling 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 Tunnelling Contractor may have to negotiate or bid against. Therefore the disclosure of the information could prejudice the Tunnelling Contractor's legitimate business, commercial or financial interests; and</p> <p>(d) the public interest has been served by revealing the existence of the Site Access Schedule.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
165.	Schedule D4 (Approval Conditions)	The information redacted is part of the schedule.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out an allocation of responsibility between the Principal and the Tunnelling Contractor for specific planning approval conditions; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the Planning Approvals, and therefore provide insight into the risk that the Tunnelling Contractor was willing to price and accept. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.
166.	Schedule D5 <i>(Requirements of Third Party Agreements)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), 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> <p>a) the redacted information sets out an allocation of responsibility between the Principal and the Tunneling Contractor for the requirements of third party agreements;</p> <p>b) the disclosure of the redacted information would:</p> <p>(i) provide insight on the apportionment of risk between the Principal and the Tunneling Contractor in relation to the Third Party Agreements, and therefore the risk that the Tunneling Contractor was willing to price and accept;</p> <p>(ii) provide insight into the Tunneling Contractor's views on its own capabilities and those of the third parties; and</p> <p>(iii) reveal an itemisation of work which the Principal and the Tunneling Contractor have invested time in developing and negotiating, which the parties may wish to use in future bids or procurements;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>c) the Principal is still in the process of negotiating the draft Third Party Agreements. If the redacted information were disclosed, the relevant third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</p> <p>d) 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.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
167.	Schedule D6 <i>(Requirements of Adjoining Property Owner Agreements)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), 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> <p>a) the redacted information sets out an allocation of responsibility between the Principal and the Tunneling Contractor for the requirements of Adjoining Property Owner Agreements;</p> <p>b) the disclosure of the redacted information would:</p> <ul style="list-style-type: none"> (i) provide insight on the apportionment of risk between the Principal and the Tunneling Contractor in relation to the Adjoining Property Owner Agreements, and therefore the risk that the Tunneling Contractor was willing to price and accept; (ii) provide insight into the Tunneling Contractor's views on its own capabilities and those of relevant adjoining owners; and (iii) reveal an itemisation of work which the Principal and the Tunneling Contractor have invested time in developing and negotiating, which the parties may wish to use in future bids or procurements; <p>c) the Principal is still in the process of negotiating the Adjoining Property Owner</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>Agreements. If the redacted information were disclosed, the relevant property owners may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</p> <p>d) 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 adjoining owners involving the same or similar adjoining owner property 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.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
168.	Schedule D7 <i>(Requirements of Adjoining Property Easements)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), 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> <p>a) the redacted information sets out an allocation of responsibility between the Principal and the Tunneling Contractor for the requirements of Adjoining Property Easements;</p> <p>b) the disclosure of the redacted information would:</p> <p>(i) provide insight on the apportionment of risk between the Principal and the Tunneling Contractor in relation to the Adjoining Property Easements, and therefore the risk that the Tunneling Contractor was willing to price and accept;</p> <p>(ii) provide insight into the Tunneling Contractor's views on its own capabilities and those of relevant adjoining owners; and</p> <p>(iii) reveal an itemisation of work which the Principal and the Tunneling Contractor have invested time in developing and negotiating, which the parties may wish to use in future bids or procurements;</p> <p>c) the Principal is still in the process of negotiating the Adjoining Property</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>Easements. If the redacted information were disclosed, the relevant easement holders may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</p> <p>d) 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 adjoining owners involving the same or similar adjoining property easements. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
169.	Schedule D9 (Pro-Forma Adjoining Property Owner Agreement)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the pro-forma Adjoining Property Owner Agreement that the Principal is to enter into with adjoining landowners; b) the Principal is still in the process of negotiating the Adjoining Property Owner Agreements. If the redacted information were disclosed, the relevant property owners may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and c) disclosing the redacted information would provide insight on the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the Adjoining Property Owner Agreements, and therefore the risk that the Tunnelling 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
170.	Schedule D10 (Pro-Forma Easement)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), 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> <p>a) the redacted information sets out the pro-forma Adjoining Property Easement that the Principal is to enter into with adjoining landowners;</p> <p>b) the Principal is still in the process of negotiating the Adjoining Property Easements. If the redacted information were disclosed, the relevant easement holders may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</p> <p>c) further, the disclosure of the redacted information would provide insight on the apportionment of risk between the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>Principal and the Tunnelling Contractor in relation to the Adjoining Property Easements, and therefore the risk that the Tunnelling 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.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
171.	Schedule D11 (Adjoining Properties)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the information redacted set out the rights regarding Adjoining Properties that the Principal is to acquire under the ETP Deed. It includes information on the nature of the licence, the period for which the licence will operate, and the relevant site area; b) the Principal is still in the process of negotiating the Adjoining Property Owner Agreements and Adjoining Property

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Easements. If the redacted information were disclosed, the relevant property owners may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
172.	Schedule D12 <i>(Adjoining Property Easements)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), 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 for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the scope of the Adjoining Property Easements that the Principal is to acquire under the ETP Deed; b) the Principal is still in the process of negotiating the Adjoining Property Easements. If the redacted information were disclosed, the relevant easement holders may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>exercise by the Principal of its functions; and</p> <p>c) disclosing the redacted information would provide insight on the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the Adjoining Property Easements, and therefore the risk that the Tunnelling 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.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
173.	Schedule D13 (Reliance Letters)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</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> <p>a) the redacted information describes the Reliance Letters on which the Tunnelling Contractor is entitled to rely;</p> <p>b) exposing the redacted information would provide insight into the amount of risk</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>that the Tunnelling Contractor was willing to price and accept in relation to the information provided under the Reliance Letters; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
174.	<p>Schedule D16 (Contaminated Future Development Sites)</p>	<p>The information redacted is the entire schedule.</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 for the following reasons:</p> <p>a) the information sets out the description of, and parts of the site forming part of, the Contaminated Future Development Sites that have been identified under the ETP Deed; and</p> <p>b) disclosure of the redacted information may provide insight on the scope of contamination risk that the Tunnelling Contractor was willing to price and accept</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>under the ETP Deed. If this information were revealed, it could place the Tunnelling Contractor at a substantial commercial disadvantage when tendering or negotiating future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Tunnelling Contractor's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
175.	Schedule D17 (Artefact Risk Areas)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the information sets out a description of the Artefact Risk Areas that have been identified under the ETP Deed; and b) disclosure of the redacted information may provide insight regarding the scope of Artefact risk that the Tunnelling Contractor was willing to price and accept under the ETP Deed and provide insight into the Tunnelling Contractor's views on its potential capabilities. If this information were revealed, it could place the Tunnelling Contractor at a substantial commercial disadvantage in future

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>projects of a similar nature, as the information would be readily accessible to other contractors who the Tunnelling Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Tunnelling Contractor's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
176.	Schedule D19 (Compensable Hazardous Materials)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would:</p> <ul style="list-style-type: none"> (i) reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to Compensable Hazardous Materials, and therefore the risk that the Tunnelling Contractor was willing to price and accept; and (ii) provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
177.	Schedule D20 <i>(Principal Hazardous Material Reports)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the information redacted describes the Principal Hazardous Material Reports provided by the Principal under the ETP Deed and the location of properties to which those reports relate;</p> <p>b) exposing the redacted information would provide insight into the amount of risk that the Tunnelling Contractor was willing to price and accept in relation to the information provided under the Principal Hazardous Material Reports; and</p> <p>c) revealing the information would place the parties at a substantial commercial</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
178.	Schedule D21 (<i>Certified Utility Services Designs</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) lists out the design documents comprising the "Certified Utility Services Design", including the location and types of utilities to which those designs relate; and (ii) relates to definitions and a clause that have been redacted in their entirety; <p>b) exposing the redacted information would:</p> <ul style="list-style-type: none"> (i) reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to the certified approved for construction utility services works designs under

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>the ETP Deed, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept; and</p> <p>(ii) if disclosed, prejudice the effective exercise by the Principal of its functions in negotiating similar risks with other contractors;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest in favour of disclosure has been served by revealing the nature of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
179.	Schedule D22 (Principal Enabling Works)	The information redacted is the entire schedule.	<i>Section 32(1)(d), item 1(f) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information describes the scope of work classified as "Principal Enabling Works" under the ETP Deed and provides other particulars in respect of that work including a completion date;</p> <p>b) exposing the redacted information would:</p> <p>(i) reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those works; and</p> <p>(ii) provide insight into the parties' on the likelihood of certain risk events arising with respect to completion of works by another contractor;</p> <p>c) if the redacted information were disclosed, other parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; 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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
180.	Schedule D23 (<i>Substratum Change Zone Areas and Substratum Change Zones</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), 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> <p>a) the redacted information describes the Substratum Change Zones and Substratum Change Zone Areas;</p> <p>b) exposing the redacted information would:</p> <ul style="list-style-type: none"> (i) reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept; and (ii) provide insight into the Tunnelling Contractor's views on the likelihood of certain risk events arising; and <p>c) the Principal is still in the process of obtaining rights to parts of the site which are described in Schedule D23. If the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>redacted information were disclosed, the relevant third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
181.	Schedule E1 (Payment)	The information redacted is the entire schedule.	<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 Tunnelling Contractor's cost structure or</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information specifies the amounts payable to the Tunnelling Contractor for the works and itemises the components of the Target Cost and the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Project Contract Sum and payment constraints in respect of the Target Cost and pricing assumptions;</p> <p>b) exposing the redacted information may provide insight into the amount that the Contractor was willing to price and accept for performing the work (and all affiliated risks) and would provide insight into the Contractor's cost structure and profit margins; and</p> <p>c) disclosure of the redacted information may provide insight on how the Tunnelling Contractor priced and accepted the work for the project,</p> <p>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 Tunnelling Contractor's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
182.	Schedule E2	The information redacted is the entire schedule.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence</i>	The Principal weighed the competing public interest considerations and determined that

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	(Schedule of Rates for Reimbursable Work)		<p><i>provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information specifies the method for calculating reimbursable work, including setting out the rates and methods for calculating labour costs, cost of plant and equipment and schedules of rates relevant to certain types of works; b) exposing the redacted information may provide insight into the amount that the Contractor was willing to price and accept for performing the work (and all affiliated risks) and would provide insight into the Contractor's cost structure and profit margins; and c) disclosure of the redacted information may provide insight on how the Tunnelling Contractor priced and accepted the work for the project, <p>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 Tunnelling Contractor's legitimate business, commercial or financial interests.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.
183.	Schedule E5 (Parent Company Guarantee)	The information redacted is the entire schedule.	<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), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of the Parent Company Guarantees required under the ETP Deed; b) exposing the redacted information would: <ul style="list-style-type: none"> (i) reveal the apportionment of risk between the Principal, the Tunnelling Contractor and each Parent Company Guarantor in relation to certain obligations under the ETP Deed; and; (ii) prejudice the Principal's and the Tunnelling Contractor'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 c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. This information is subject to ongoing negotiation by the Principal with the parties required to be counterparties to these agreements and disclosure would therefore place the Principal at a commercial disadvantage in these negotiations.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
184.	Schedule E6 <i>(Insurance Policies)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), 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 for the following reasons:</p> <p>a) the redacted information sets out the terms and conditions of the insurance policies required to be maintained by the Principal under the ETP Deed;</p> <p>b) exposing the redacted information would:</p> <p>(i) reveal the level of risk which the insurance market was prepared to accept in respect of the Sydney Metro West project; and</p> <p>(ii) reveal the apportionment of risk between the Principal and the Tunnelling Contractor in relation to their insurance obligations and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>There is an overriding public interest against disclosure.</p>	<p>insurance risk, and the level of insurance risk that the Tunnelling Contractor was willing to price and accept;</p> <p>c) the scope of the insurance may be taken as an indication of the risk levels involved with the Tunnelling Contractor's obligations under the ETP Deed. This may have signalling effects to the market and provide insight into the Tunnelling Contractor's financial arrangements;</p> <p>d) knowledge of the extent of the insurance obligations may have adverse impacts on the Tunnelling Contractor's ability to negotiate with its subcontractors and other related parties, particularly in circumstances where the Tunnelling Contractor seeks to ensure those parties effect their own insurance; and</p> <p>e) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests and also prejudice the effective exercise by the Principal of its functions.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.
185.	Schedule E8 <i>(Financial Reporting Information)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information relates to, and describes, the Tunnelling Contractor's Designated Significant Subcontractors and the scope of nominated commercial and operational information to be provided by the Principal by the Tunnelling Contractor and the Tunnelling Contractor Guarantors; b) disclosing the redacted information would prejudice the Tunnelling Contractor's and Tunnelling Contractor Guarantors' 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 c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
186.	Schedule E9 (Valuation Mechanism)	The information redacted is the entire schedule.	<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 Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-</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 outlines principles to be applied when determining adjustments to the Target Cost under the ETP Deed;</p> <p>b) the disclosure of the redacted information would provide insight on:</p> <p>(i) the Tunnelling Contractor's cost structure and profit margins by revealing the build-up of adjustments to the Target Cost;</p> <p>(ii) how the parties apportioned risk, and therefore the risk that the Tunnelling Contractor was willing to price and accept; and</p> <p>(iii) the Tunnelling Contractor's views on its potential capabilities and likelihood of key events arising;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the Principal of its functions in negotiating similar risks with other contractors; 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>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.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
187.	Schedule E10 <i>(Cost Performance Incentive Regime)</i>	The information redacted is the entire schedule.	<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 Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the mechanism and rates for calculating performance incentive payments under the ETP Deed which is commercially sensitive and, if disclosed, may provide a</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>unique insight into the Tunnelling Contractor's cost structures;</p> <p>b) revealing the information would:</p> <p>(i) provide insight into the Tunnelling Contractor's assessment of the risk and commercial impact of certain events arising in the course of performing its work;</p> <p>(ii) provide insight into the Tunnelling Contractor's views on its potential capabilities with respect to certain performance events; and</p> <p>(iii) reveal a bespoke mechanism negotiated by the parties;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by the Principal of its functions in negotiating similar risks with other contractors; and</p> <p>d) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>The public interest in favour of disclosure has been served by revealing the existence of the Cost Performance Incentive Regime. In light of this disclosure there is an overriding public interest against the disclosure.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
188.	Schedule E13 (Self-Performed Reimbursable Work)	The information redacted is the entire schedule.	<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 Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Tunnelling Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the scope of the Self-Performed Reimbursable Work under the ETP Deed; b) the redacted information is commercial-in-confidence as its disclosure would: <ul style="list-style-type: none"> (i) provide visibility on the Tunnelling Contractor's cost structure; (ii) provide insight on how the Tunnelling Contractor priced and accepted the work for the project and may reveal an itemisation of work which the Tunnelling Contractor has invested time developing, and which the Tunnelling Contractor may want to use in future bids to gain a competitive advantage; and c) if this information were revealed, it could place the Tunnelling Contractor at a

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the Tunnelling Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Tunnelling Contractor's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
189.	Schedule E14	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></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> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is commercially sensitive information regarding the allocation of risk between the Principal and the Tunnelling Contractor; and (ii) relates to a clause that has been redacted in its entirety; <p>b) the efficacy of the redaction to the relevant clause is dependent on Schedule E14 also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain events arising; 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 contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
190.	Schedule E15	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Tunnelling Contractor's cost structure or profit margins and would place the</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> <p>a) the redacted information:</p> <p>(i) is commercially sensitive information regarding the allocation of risk</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Tunnelling Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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>between the Principal and the Tunnelling Contractor; and</p> <p>(ii) relates to a clause that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant clause is dependent on this Schedule E15 also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Tunnelling Contractor, and therefore the level of risk that the Tunnelling Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Tunnelling Contractor's views on its potential capabilities and likelihood of certain risks arising; 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 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>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.
191.	Schedule E16 (KP&E Residual Value Amounts)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (a), (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Tunnelling Contractor's financing arrangements, cost structure or profit margins, full base case financial model and would place the Tunnelling Contractor at a substantial commercial disadvantage in relation to other contractors.</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 for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the KP&E Residual Value Amount for a corresponding KP&E Residual Value Adjustment Month; b) exposing the redacted information would reveal commercially sensitive information related to the value of the Key Plant and Equipment under the ETP Deed. Exposing this information may provide insight into the Tunnelling Contractor's financing arrangements, cost structure and full base case financial model; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.