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

**Explanatory Table**

**Crows Nest Station Development**

**Over Station Development Project Delivery Agreement (Development Lot B)**

**Contract Number: 505B**

Sydney Metro notes that Schedule F1 (electronic files) contains a large number of files and therefore these documents have not been made available on Sydney Metro's contracts register. Please contact [SMProcurement@transport.nsw.gov.au](mailto:SMProcurement@transport.nsw.gov.au) to arrange a time to inspect.

Capitalised terms in this table have the meanings given to them in the Crows Nest Station Development Over Station Development Project Delivery Agreement (Development Lot B) (**OSD PDA**), unless the context indicates otherwise.

In preparing this explanatory table, the Principal has:

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

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
| --- | --- | --- | --- | --- |
| General conditions | | | | |
|  | Contents page | The information redacted are defined terms clauses and schedules which have been redacted entirely in the general conditions. | *Section 32(1)(c)*  The disclosure of this information could reasonably be expected to affect public safety or security.  *Section 32(1)(d), item 2(e) of the table in section 14*  The disclosure of this information could endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.  *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA, and therefore the level of risk that the Developer was willing to accept to perform the OSD Works; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.1, Definitions | The information redacted are entire definitions, including the defined term. | *Section 32(1)(c)*  The disclosure of this information could reasonably be expected to affect public safety or security.  *Section 32(1)(d), item 2(e) of the table in section 14*  The disclosure of this information could endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.  *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information includes information, the disclosure of which may expose security vulnerabilities in the OSD. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developed for protecting, the OSD; 2. while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above; 3. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 4. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.1, Definition of 'Collateral Warranty Deed Poll' | The information redacted is part of the definition. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal commercially sensitive information in respect of the Collateral Warranty Deed Poll; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.1, Definition of 'Completion' | The information redacted is part of the definition. | *Section 32(1)(c)*  The disclosure of this information could reasonably be expected to affect public safety or security.  *Section 32(1)(d), item 2(e) of the table in section 14*  The disclosure of this information could endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information includes information, the disclosure of which may expose security vulnerabilities in the OSD. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developed for protecting, the OSD; 2. while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above; 3. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 4. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.1, Definition of ' D&C Contractor Margin' | The information redacted is the percentage figure. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information pertains to the negotiated position on the D&C Contractor margins; 2. exposing the redacted information would reveal the apportionment of risk that the Principal and the Developer were willing accept with respect to elements under the OSD PDA; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.1, Definition of 'Defect' | The information redacted is part of a definition. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements regarding Defects under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.1, Definition of 'Defects Correction Period' | The information redacted is a time period. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to the timing and expiry of the Defects Correction Period; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.1, Definition of 'Delay Costs' | The information redacted is part of the definition. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. revealing the redacted information would provide insight into the Developer's assessment of the risk and commercial impact of delays arising in the course of performing its work, and would also reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; 2. if this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.1, Definition of 'Developer Margin' | The information redacted is the percentage figure. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information pertains to the negotiated position on the Developer's margins; 2. exposing the redacted information would reveal the apportionment of risk that the Principal and the Developer were willing accept with respect to elements under the OSD PDA; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.1, Definition of 'Development Manager' | The information redacted is the name and ABN of the Development Manager. | *Section 32(1)(d), items 4(c) and 4(d) of the table in section 14*  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.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information is the name and ABN of the Development Manager under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.1, Definition of 'Excluded Cost' | The information redacted is part of the definition. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. revealing the redacted information would provide insight into the Developer's assessment of the risk and commercial impact of delays and modifications arising in the course of performing its work, and would also reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; 2. 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 competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.1, Definition of 'Independent Valuer' | The information redacted is part of the definition. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 2. if this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.1, 'Known Defects Correction Period' | The redacted information is a time period. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to the timing and expiry of the Known Defects Correction Period; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.1, Definition of 'Modification Costs' | The information redacted are parts the defined terms. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information pertains to the negotiated position on Modifications in relation to the different heads of costs comprising Modification Costs; 2. exposing the redacted information would reveal the apportionment of risk that the Principal and the Developer were willing accept with respect to Modifications under the OSD PDA; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.1, Definition of 'OSD Enabling Works Defect' | The information redacted is part of the defined term. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of the information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements regarding OSD Enabling Works Defects under the OSD PDA. Exposing this information may also provide insight into the Developer's views on certain defects arising; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.1, Definition of 'OSD Enabling Works Defects Correction Period' | The information redacted is a time period. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to the timing and expiry of the OSD Enabling Works Defects Correction Period; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.1, Definition of 'Proposal' | The information redacted is part of the definition. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the date on which the Developer responded to the request for tender; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.1, Definition of 'Significant Subcontract' | The information redacted is a defined term which has been previously redacted. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.1, Definition of 'State Indemnified Party' | The information redacted are the State Indemnified Parties (except for the Principal). | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA, particularly with respect to scope of liability; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.1, Definition of 'Subcontract' | The information redacted is a defined term which has been previously redacted. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.6(a), 'Authorities' | The information redacted is a defined term which has been previously redacted. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.8(e), 'Principal's rights do not affect risk allocation' | The information redacted is the entire subclause. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA, particularly with respect to nature of the project structuring which is unique to this project; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.9 | The information redacted is the entire clause. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out the formula which will be applied to determine the increase on certain thresholds arising from certain events; 2. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.9A | The information redacted is the entire clause. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out the formula which will be applied to determine the increase on certain thresholds arising from certain events; 2. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 2.1 'Design and construction and carrying out of the OSD Works' | The information redacted is part of the clause. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to specific design and construct obligations and parameters under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 2.2(a), 'Acceptance of risk' | The information redacted is a defined term which has been previously redacted. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 3.2(f), 'Legal opinion' | The information redacted is part of the clause. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the information would reveal the apportionment of risk between the Principal and the Developer in relation to certain due diligence requirements under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 3.3 | The information redacted is the entire clause. | *Section 32(1)(a), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's financing arrangements and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 3.4 | The information redacted is the entire clause. | *Section 32(1)(a), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's financing arrangements and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 4.2(f), 'Commencement of construction' | The information redacted is the entire subclause. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests  *Section 32(1)(c)*  The disclosure of this information could reasonably be expected to affect public safety or security.  *Section 32(1)(d), item 2(e) of the table in section 14*  The disclosure of this information could endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of the information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; 3. the redacted information includes information, the disclosure of which may expose security vulnerabilities in the OSD. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developed for protecting, the OSD; and 4. while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 4.3(b), (d) and (e), 'Utility Services' | The information redacted is a part of the clause and a defined term which has previously been redacted. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 6.5(d). 'Detailed SSD Application and Detailed SSD Consent' | The information redacted is part of the clause. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 2. if this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 6.6 | The information redacted is the entire clause. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out the details, timing and arrangements in relation to the Developer's payments to the Principal under the OSD PDA; 2. the disclosure of the redacted information would provide insight into the level of risk that the Developer was willing to accept; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 7.6(b), 'Approved Engineer and Retail Surveyor' | The information redacted is the dollar amount. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information sets out the minimum coverage required for the Approved Engineer's professional indemnity insurance; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 7.6(c) and (d) and (i), 'Approved Engineer ' | The information redacted is a defined term which has previously been redacted and part of the clause. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA, including the scope of certification required by the Approved Engineer; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 8.2(e), 'Early access to the Construction Site' | The information redacted is part of the subclause. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk as between the Principal and the Developer which the parties were willing to accept in relation to a delay in early access to the Construction Site; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 8.3(b)(i) and (ii), 'Access to the Construction Site on or after the Site Access Date' | The information redacted are parts of the clause. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to a delay in access to the Construction Site; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 8.5(c), 'Licence Fees' | The information redacted is part of the clause. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to payment of Licence Fee and waiver period, and therefore the level of risk that the Developer was willing to accept to perform the OSD Works; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 9.1(c)(iii), 'No representation or warranty' | The information redacted is a clause that has been previously redacted | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information sets out sensitive information regarding the rights and obligations of the parties in connection with OSD Enabling Works Defects; 2. exposing the redacted information would reveal the apportionment of risk that the Principal and the Developer were willing accept with respect to such defects arising under the OSD PDA. It may also provide insight into the parties' respective views on their potential capabilities and the likelihood of certain risks arising; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 10.5(a)(ii) & (iii), 'No Claims arising out of Interface Work' | The information redacted are parts of the clause. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to claims arising out of Interface Work; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 12.1(c), 'Acceptance of the OSD Enabling Works' | The information redacted is the entire subclause. | *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to claims arising out of the OSD Enabling Works; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 12.2, 'Principal's liability in relation to the OSD Enabling Works. | The redacted information is part of the subclause and time periods. | *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to claims arising out of the OSD Enabling Works; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clauses 12.3, "Collateral Warranty Deed Poll" | The information redacted is the entire clause. | *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the Collateral Warranty Deed Poll; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 12.5(a) and (b), 'Amendments to the OSD Enabling Works Design Documentation' | The information redacted is parts of the subclauses. | *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to Modifications arising out of the Updated OSD Enabling Works Design Documentation; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 13.1(b), (c), (d),and (e), 'Modifications to the OSD Enabling Works' | The information redacted are the entire subclauses | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. exposing the redacted information would reveal the apportionment of risk that the Principal and the Developer were willing accept with respect to Proposed OSD Enabling Works Modifications arising under the OSD PDA. It may also provide insight into the Developer's views on its potential capabilities and the likelihood of certain risks arising; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 14.1A, 'Application of this clause 14' | The information redacted is the entire clause. | *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to defects in the OSD Enabling Works; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clauses 14.3 and 14.4 | The information redacted is the entire clause. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information sets out sensitive information regarding the rights and obligations of the parties in connection with OSD Enabling Works Defects; 2. exposing the redacted information would reveal the apportionment of risk that the Principal and the Developer were willing accept with respect to such defects arising under the OSD PDA. It may also provide insight into the parties' respective views on their potential capabilities and the likelihood of certain risks arising; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clauses 17.1 (d) | The information redacted is the entire clause. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 17.3, 'Provisions to be included in Subcontracts' | The information redacted are parts of the clause and a defined term which has been previously redacted. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 17.4(a) and (d), 'D&C Contract' | The information redacted is a defined term which has been previously redacted and entire subclauses. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(a), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's financing arrangement and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA, and therefore the level of risk that the Developer was willing to accept to perform the OSD Works. It may also provide insight into key considerations for the Principal when negotiating a D&C Contract; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 18.3 | The information redacted is the entire clause. | *Section 32(1)(c)*  The disclosure of this information could reasonably be expected to affect public safety or security.  *Section 32(1)(d), item 2(e) of the table in section 14*  The disclosure of this information could endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of the information because:   1. the redacted information includes information, the disclosure of which may expose security vulnerabilities in the OSD. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developed for protecting, the OSD; and 2. while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 19 | The information redacted is the entire clause. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA, particularly with respect to OSD Design Documentation; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 20.2(c), 'Delay Events' | The information redacted is the entire subclause. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out a project specific ground where the Developer is entitled to an extension of time under the OSD PDA; 2. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to a key delay risk, and therefore the risk the parties were willing to accept. Exposing this information may also provide insight into the Developer's capabilities and the likelihood of key Delay Events arising; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 20.6(a), (e), (f) and (g), 'Delay Costs' | The information redacted is part of the clause. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the type of cost and margin for which the Developer is entitled for certain delay events under the OSD PDA – these have been substantially negotiated and bespoke to the OSD PDA; 2. exposing the redacted information would reveal the risk that the Developer was willing to accept in relation to the delivery of the OSD Works. It may also provide insight on the Developer capabilities, which would prejudice its legitimate business and commercial interests; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 21.1(b), 'Suspension' | The information redacted is the entire subclause. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to certain consequences arising out of a suspension; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 25, 'Transfer of title and subdivision' | The information redacted is the entire clause. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information sets out the mechanism for exercising the call option with respect to the transfer of freehold title of Development Lot and subdivision requirements; 2. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer with respect to the transfer and subdivision under the OSD PDA; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 26.1(b) and 26.2, 'Developer Payments' | The information redacted is part of the clause. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out the details, timing and arrangements in relation to the Developer's payments to the Principal under the OSD PDA; 2. the disclosure of the redacted information would provide insight into the level of risk that the Developer was willing to accept and may also provide insights into the Developer's underlying cost structure and profit margins; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 27.1(c), 'Payment of GST' | The information redacted is the entire subclause. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to GST, and therefore the level of risk that the Developer was willing to accept under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 28.4(b), 'Developer's Insurance Obligations'. | The information redacted is part of the clause. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the information redacted sets out the arrangement between the Principal and the Developer on procuring and effecting certain insurance under the OSD PDA; 2. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain insurance arrangement including with respect to the premiums, and therefore the level of insurance risk that the Developer was willing to accept; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 28.11 | The information redacted is the entire clause. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA and therefore expose the level of insurance risk that the Developer was willing to accept; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 28.13 | The information redacted is the entire clause. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain insurance risks; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 28.15 | The information redacted is the entire clause. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the OSD PDA (Development Lot A) interface; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 29.1(b) and clauses 29.4-29.12, 'Indemnity and liability exclusions' | The information redacted is part of the subclause and the entire clauses. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out the commercially sensitive information regarding the Developer's total aggregate liability, including limits of Developer's liability under the OSD PDA; 2. exposing the information would reveal the level of risk that the Principal and the Developer was willing to accept under the OSD PDA. Exposing this information may also provide insight into the Developer's views on its potential capabilities and likelihood of certain risks arising; 3. the redacted information also sets out a unique arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information; and 4. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 30.1(f) and (j), 'Event of Default' | The information redacted are references to redacted clauses and parts of the clause. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 30.7 | The information redacted is the entire clause. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 30.8 | The information redacted is the entire clause. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA, particularly with respect to scope of liability and attendant termination rights; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 30.8A | The information redacted is the entire clause. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain termination events, and therefore the level of risk that the Developer was willing to accept under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 30.10, 'Termination payments' | The information redacted is the entire clause. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out sensitive information concerning the Termination Payment regime which has been substantially negotiated between the parties; 2. exposing the redacted information would reveal the level of risk that the Developer was willing to accept in relation to Termination Payment. It may also provide insight on the Developer's views on its capabilities and the likelihood of certain risks arising; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 31.1 'Confidentiality' | The information redacted is a defined term that has been previously redacted. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 32.1(d)(ii), 'Assignment by the Developer' | The information redacted is part of the clause. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain events of novation; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 32.3(c), 'Permitted changes in ownership' | The information redacted is the entire subclause. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out the circumstances when a change in control of a certain entity may be permitted; 2. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 33.3, 'Principal's right to withhold consent' | The information redacted is the entire clause. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out the arrangement between the parties regarding any proposed amendments to certain financing documents; 2. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain termination events, and therefore the level of risk that the Developer was willing to accept; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 36.1(a), 'Cost of OSD Works' | The information redacted is part of the clause. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA, particularly with respect to various elements of Costs; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 36.2(e) | The information redacted is the entire subclause. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 36.7 'General payment requirements' | The information redacted are percentages. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information sets out the interest rates applicable on overdue money and therefore the allocation of risk between the Principal and the Developer; 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 38.4, 'Survival of certain provisions; no merger' | The information redacted are defined terms and clauses that have been previously redacted. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 38.11 | The information redacted is the clause. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the information would reveal the level of risk that the parties were willing to accept with respect to certain indemnities under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Execution page | The information redacted is the name and signatures of the signatories | *Section 32(1)(d), item 3(a) of the table in section 14*  The disclosure of this information would reveal an individual's personal information.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and signatures.  The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above. |
| Schedules | | | | |
|  | Schedule A1, Items 2-11, 'Reference Schedule' | The information redacted are the job titles, names and contact details of individuals. | *Section 32(1)(d), item 3(a) of the table in section 14*  The disclosure of this information would reveal an individual's personal information.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information is the names and contact details of individual persons.  The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above. |
|  | Schedule A1, Items 12, 14, 15, 16, 19 and 20 'Reference Schedule' | The information redacted are dollar amounts and references to defined terms and clauses that have been previously redacted. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information sets out the fee to be paid for the Licence Fee and a figure representing the aggregate liability under the OSD PDA; 2. the disclosure of the redacted information would provide visibility on the Developer's cost structure and therefore the level of risk it was prepared to accept; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A1, Items 13, 17 and 18 | The information redacted are dates and defined terms which have previously been redacted. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out details regarding the time periods of the agreed OSD program dates; 2. exposing the redacted information would provide insight into the Developer's capabilities and the risk that the Developer had accepted in relation to the delivery of the OSD Works; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A2, 'Subcontract Requirements' | The information redacted is a defined term which has been previously redacted. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A3, 'Modification Procedure' | The information redacted is entire clauses, parts of clauses, percentages, equations, defined terms and dollar amounts. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information pertains to the negotiated position on Modifications; 2. exposing the redacted information would reveal the apportionment of risk that the Principal and the Developer were willing to accept with respect to Modifications under the OSD PDA. It may also provide insight into the Developer's views on its potential capabilities and the likelihood of certain risks arising; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A7, 'Developer's Initial Program' | The information redacted is the entire schedule. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A8, 'Project Plan Requirements' | The redacted information is parts of clauses. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A9, 'Requirements of Approved Engineer | The information redacted is part of the schedule. | *Section 32(1)(c)*  The disclosure of this information could reasonably be expected to affect public safety or security.  *Section 32(1)(d), item 2(e) of the table in section 14*  The disclosure of this information could endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of the information because:   1. the redacted information includes information, the disclosure of which may expose security vulnerabilities in the OSD. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developed for protecting, the OSD; and 2. while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A10, 'Developer Insurance Requirements' | The information redacted is the insurance policy details. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information concerns the insurance policies that the Developer is required to effect and maintain, and includes information on the scope and cover to be provided by the policies; 2. exposing the redacted information would reveal the apportionment of insurance risk between the Principal and the Developer in relation to its insurance obligations and insurance risk, and the level of insurance risk that the Developer was willing to accept; 3. the scope of the insurance that the Principal requires the Developer to effect may be taken as an indication of the risk levels involved with the Developer's obligation under the OSD PDA. This may have signalling effects to the market and provide insight into the Developer's financial arrangements; and 4. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A11, 'Insurance Policies' | The information redacted is the insurance policy details. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information concerns the insurance policies that the Principal is required to effect and maintain, and includes information on the scope and cover to be provided by the policies; 2. exposing the redacted information would reveal the apportionment of insurance risk between the Principal and the Developer in relation to its insurance obligations and insurance risk, and the level of insurance risk that the Developer was willing to accept; 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A13, 'D&C Side Deed' | The information redacted is the entire schedule. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information sets out the form of the D&C Contract the Developer must execute; 2. exposing the redacted information would reveal the apportionment of risk between the Principal, the Developer and the D&C Contractor in relation to certain obligations under the OSD PDA, and therefore the level of risk that the Developer was willing to accept; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. 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.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A14, 'Station Cooperation and Integration Deed' | The information redacted is the entire schedule. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out the form of the interface agreements that the Developer is to enter into with the CN Contractor; 2. the disclosure of the redacted information would reveal the level of interface risk the Developer was willing to accept in relation to cooperation and integration of the OSD Works with the works to be performed by the CN Contractor; 3. the redacted information is based on forms of the interface agreements to be used across a number of procurement packages on the Sydney Metro City & Southwest and which remain subject to ongoing negotiation by the Principal and other contractors, and the redacted information reflects the Principal's negotiated position with the Developer in relation to the interface agreements to which the Developer will be a counterparty; 4. therefore the disclosure of this information would:    * + 1. place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City & Southwest project; and        2. make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A15, 'Operator Cooperation and Integration Deed | The information redacted is the entire schedule. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out the form of the interface agreements that the Developer is to enter into with the Operator; 2. the disclosure of the redacted information would reveal the level of interface risk the Developer was willing to accept in relation to interface of the OSD Works with the works to be performed by the Operator; 3. the redacted information is based on forms of the interface agreements to be used across a number of procurement packages on the Sydney Metro City & Southwest and which remain subject to ongoing negotiation by the Principal and other contractors, and the redacted information reflects the Principal's negotiated position with the Developer in relation to the interface agreements to which the Developer will be a counterparty; 4. therefore the disclosure of this information would:    * + 1. place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City & Southwest project; and        2. make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A16, 'LW Contractor Cooperation and Integration Deed' | The information redacted is the entire schedule. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out the form of the interface agreements that the Developer is to enter into with the LW Contractor; 2. the disclosure of the redacted information would reveal the level of interface risk the Developer was willing to accept in relation to interface of the OSD Works with the works to be performed by the LW Contractor; 3. the redacted information is based on forms of the interface agreements to be used across a number of procurement packages on the Sydney Metro City & Southwest and which remain subject to ongoing negotiation by the Principal and other contractors, and the redacted information reflects the Principal's negotiated position with the Developer in relation to the interface agreements to which the Developer will be a counterparty; 4. therefore the disclosure of this information would:    * + 1. place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City & Southwest project; and        2. make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A18, 'Master Interface Protocols Deed Poll' | The information redacted is the entire schedule. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:   1. the redacted information is a deed poll to be entered into by the Developer which sets out mechanisms to address interface risk on the Sydney Metro City & Southwest project; 2. exposing the redacted information would reveal the apportionment of risk between parties, and the risk that the Developer was willing to price and accept; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change |
|  | Schedule A19, 'Approved Engineer Deed Poll' | The information redacted is the entire schedule. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out the terms of the Certification Deed Poll that the Approved Engineer engaged by the Developer will execute in favour of the Principal; 2. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer regarding the Approved Engineer Services; and 3. the disclosure of this information would:    * + 1. place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City & Southwest project; and        2. make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A20, 'Collateral Warranty Deed Poll' | The information redacted is the entire schedule. | *Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out the form of the collateral warranty provided by the CN Contractor in relation to the works in favour of the Developer; 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A21, 'Information Documents' | The information redacted is the entire schedule. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the information redacted sets out the Information Documents which have been agreed between the parties; 2. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA, particularly as there are several implications with respect to the Information Documents; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A22, 'Project Structure Diagram' | The information redacted is the entire schedule. | *Section 32(1)(a), paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information would reveal the Developer's financing arrangements cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information sets out the details of certain funding arrangements between the parties under the OSD PDA; 2. the redacted information is commercially sensitive, and if disclosed may provide a unique insight into the parties internal cost structures; 3. disclosure of the redacted information may also provide insight on how the parties apportioned risk under OSD PDA, and therefore the risk that the Developer was willing to accept; and 4. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change |
|  | Schedule A24, 'Hoarding Area' | The information redacted is the entire schedule. | *Section 32(1)(c)*  The disclosure of this information could reasonably be expected to affect public safety or security.  *Section 32(1)(d), item 2(e) of the table in section 14*  The disclosure of this information could endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of the information because:   1. the redacted information includes information, the disclosure of which may expose security vulnerabilities in the OSD. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developed for protecting, the OSD; and 2. while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule B4, 'Approved Engineer's Certificate (Pre Commencement)' | The information redacted are references to a defined term. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule B5, 'Approved Engineer's Certificate (Post Completion)' | The information redacted are references to a defined term. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule C1, 'OSD Enabling Works' | The information redacted is the entire schedule. | *Section 32(1)(c)*  The disclosure of this information could reasonably be expected to affect public safety or security.  *Section 32(1)(d), item 2(e) of the table in section 14*  The disclosure of this information could endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of the information because:   1. the information redacted are the drawing numbers of floor plans and other design schematics used in the construction of the OSD Enabling Works; 2. the redacted information includes information, the disclosure of which may expose security vulnerabilities in the OSD. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developed for protecting, the OSD; and 3. while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule C2, 'OSD Enabling Works Design Documentation' | The information redacted is the entire schedule. | *Section 32(1)(c)*  The disclosure of this information could reasonably be expected to affect public safety or security.  *Section 32(1)(d), item 2(e) of the table in section 14*  The disclosure of this information could endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of the information because:   1. the information redacted are the drawing numbers of floor plans and other design schematics used in the construction of the OSD; 2. the redacted information includes information, the disclosure of which may expose security vulnerabilities in the OSD. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developed for protecting, the OSD; and 3. while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule C3 | The information redacted is the entire schedule. | *Section 32(1)(c)*  The disclosure of this information could reasonably be expected to affect public safety or security.  *Section 32(1)(d), item 2(e) of the table in section 14*  The disclosure of this information could endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of the information because:   1. the information redacted are the drawing numbers of floor plans and other design schematics used to identify certain allowances for certain aspects of the OSD Enabling Works; 2. the redacted information includes information, the disclosure of which may expose security vulnerabilities in the OSD. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developed for protecting, the OSD; and 3. while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule D1, 'Site access schedule' | The information redacted are the dates and the restrictions upon access, possession, use and the type of work to be carried out. | *Section 32(1)(d), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of the information may place the Developer at a substantial commercial disadvantage in relation to other contractors or potential contractors.  *Section 32(1)(d), items 4(c) and 4(d) of the table in section 14*  The disclosure of the information may diminish the competitive commercial value of information to a person and prejudice a person's legitimate business or financial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out, in respect of each Area of Construction Site:    1. Early Site Access Date;    2. Site Access Date;    3. Construction Licence Sunset Date; and    4. restrictions upon access, possession and use. 2. the Developer has obligations under the OSD PDA with respect to accessing the relevant Construction Site, and other contractors are required to perform works by reference to the redacted dates; 3. revealing the redacted information would provide insight into the Developer's programme and the level of risk the Developer was willing to accept. If this information were revealed, it could place the Developer at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the Developer may have to negotiate or bid against. Therefore the disclosure of the information could reduce the competitive commercial value of the information to the Developer and prejudice its legitimate business, commercial or financial interests; and 4. the public interest has been served by revealing the remaining balance of the Site Access Schedule.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule D3, 'Transfer of Title' | The information redacted is the entire schedule. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information sets out the mechanism for preparing the call option with respect to the transfer of freehold title of the Lots; 2. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer with respect to the transfer of the Development Lot under the OSD PDA; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule D4, 'Form of Call Option Deed' | The information redacted is the entire schedule. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out all of the negotiated positions under the Call Option Deed which is specific to the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule D5, 'Subdivision Requirements' | The information redacted is entire clauses and parts of clauses. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information describes specific requirements relating to the Subdivision under the OSD PDA; 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule D6, 'Subdivision Principles' | The information redacted is the entire schedule. | *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out all of the negotiated positions in respect of the Subdivision Requirements which are specific to the OSD PDA; 2. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer with respect to the transfer and subdivision under the OSD PDA; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule D7, 'Subdivision Plan' | The information redacted is the entire schedule. | Note: intellectual property issue.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out the Subdivision Plan which is specific to the OSD PDA and remains subject to finalisation and registration with the NSW Land Registry Services: 2. exposing the redacted information may jeopardise the eventual registration of the Subdivision Plan; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule D8, 'Section 88 Instrument' | The information redacted is the entire schedule. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out the Section 88B Instrument which is specific to the OSD PDA and remains subject to finalisation and registration with the NSW Land Registry Services: 2. exposing the redacted information may jeopardise the eventual registration of the instrument; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change |
|  | Schedule D9, 'Management Statement' | The information redacted is the entire schedule. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:   1. the redacted information is the Management Statement which is based on forms of the Management Statements to be used across a number of procurement packages on projects of a similar nature and which will be subject to ongoing negotiation by the Principal and other contractors, and the redacted information reflects the Principal's negotiated position with the Developer in relation to the interface agreements to which the Developer will be a counterparty; 2. therefore the disclosure of this information would:    * + 1. place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City & Southwest project; and        2. make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule E1, 'Termination Payment Schedule' | The information redacted is the entire schedule. | *Section 32(1)(a), paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out the mechanism for determining termination payments for various scenarios and has been prepared to reflect unique commercial points to be accounted for upon termination; 2. revealing the redacted information would:    1. provide insight into the unique commercial issues affecting the parties as a consequence of termination and the parties' apportionment of risk in relation to these issues;    2. provide insight into the Developer's views on its potential capabilities and likelihood of OSD PDA being terminated; and    3. would make readily accessible a unique mechanism developed by the parties to apportion and manage risk in the event of termination, and revealing this information may diminish the value of that information; and 3. consequently, revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule E2, 'Delay Costs Caps' | The information redacted is the entire schedule. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out the mechanism and rates for calculating delay costs under the OSD PDA; 2. revealing the redacted information would provide insight into the Developer's assessment of the risk and commercial impact of delays arising in the course of performing its work, and would also reveal a bespoke mechanism negotiated by the parties; and 3. if this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule E3, 'Form of Parent Company Guarantee' | The information redacted is the entire schedule. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information sets out the form of the Delivery Guarantee required under the OSD PDA; 2. exposing the redacted information would reveal the apportionment of risk between the Principal and the Developer in relation to certain obligations under the OSD PDA, and therefore the level of risk that the Developer was willing to accept; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. 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.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule E4, 'Form of Financier's Side Deed' | The information redacted is the entire schedule. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information sets out the form of the Financier Side Seed which the Principal must enter into in certain circumstances; 2. exposing the redacted information would reveal the apportionment of risk between the parties in relation to certain obligations under the OSD PDA, and therefore the level of risk that the Developer was willing to accept; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. 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.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule E6 | The information redacted is the entire schedule. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the information redacted would disclose commercially sensitive information on formulas, calculations and entitlements for specific circumstances relating to payment under the OSD PDA and would ultimately expose risk allocation between the Principal and the Developer under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule E7 | The information redacted is the entire schedule. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information would reveal the Developer's cost structure or profit margins and would place the Developer at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the information redacted would disclose commercially sensitive information on formulas, calculations and entitlements for specific circumstances relating to payment under the OSD PDA and would ultimately expose risk allocation between the Principal and the Developer under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule F1, 'Electronic Files' | The information redacted is the entire schedule. | *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. exposing the redacted information would reveal commercially sensitive information that is unique to this OSD PDA and may ultimately expose the apportionment of risk between the Principal and the Developer in relation to certain elements under the OSD PDA; and 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |