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

**Explanatory Table**

**Sydney Metro: SSTOM Project Deed**

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

In preparing this explanatory table, Sydney Metro has:

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

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

In respect of Exhibit 16 (Electronic Files), the list of electronic files set out therein have been published. However, the electronic files themselves have been redacted in full on the basis that they are commercially sensitive to the parties and if disclosed, could potentially reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial and financial interests. Sydney Metro notes that with respect to the various foundation infrastructure works contracts which are included in the SSTOM Project Deed as electronic files, redacted versions of these have already been made available for inspection on the register.

| **Item** | **Clause (and general description)** | **Information redacted** | **Reason(s) for redaction under GIPA Act** | **Public interest considerations** |
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| **GENERAL CONDITIONS**  |
|  | Clause 1.1 – definition of Account Bank  | The information redacted is the entire definition. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific details with regard to the creation of a bank account; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Agent | The information redacted is the entire definition. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific arrangements with regard to the appointed agent under the Facility Agreement; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Agreed SBT Defect  | The information redacted is the entire definition. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific arrangements with respect to certain project assets; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Agreed SCAW Defect  | The information redacted is the entire definition. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific arrangements with respect to certain project assets; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Base Case Financial Model | The information redacted is the entire definition. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific arrangements with respect to the Project financial model; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Capital Contribution  | The information redacted is the entire definition. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the formulae used in calculating the Capital Contribution amount; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Capital Contribution Certified D&C Payment Threshold  | The information redacted is the entire definition. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific banking arrangements with respect to the Capital Contribution; and (b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information 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 Capital Contribution Funding Percentage | The information redacted is the entire definition. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information refers to project specific arrangements with respect to the calculation of Capital Contribution; and (b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information 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 CDPD Amount | The information redacted is the entire definition. | Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out formulae (including percentage figures) used in calculating the CDPD amount; and(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information 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 – paragraph (aa) of the definition of Compensation Event  | The information redacted is a date.  | Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) ) the redacted information sets out the date post which the contractor will be entitled to a compensation event; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – paragraph (bb)) and (cc) of the definition of Compensation Event  | The information redacted is the entire clauses. | Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) ) the redacted information sets out project specific compensation arrangements; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Critical Domestic Construction Materials  | The information redacted is the entire definition.  | Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the materials deemed critical to the Project and supplier for each material; (b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and(c) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Critical Overseas Operations Materials  | The information redacted is the entire definition. | Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the overseas material deemed critical to the Project and the suppliers of this material; (b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and(c) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Critical Overseas Operations Materials Manufacturing Country  | The information redacted is the entire definition.  | Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the countries where the Critical Overseas Operations Material may be manufactured; (b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of D&C Contractor Construction Bond Amount  | The information redacted is a percentage figure | Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information discloses a percentage figure which the contractor must provide in respect to the D&C Contractor Construction Bond that is for an amount equal to the above redacted percentage;(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and(c) the public interest has been served by revealing the existence of the fact that the contractor will be paying a bond. In light of this disclosure there is an overriding public interest against the disclosure of the percentage figure.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of D&C Contractor DLP Bond Amount  | The information redacted is a percentage figure | Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information discloses a percentage figure which the contractor must provide in respect to the D&C Contractor DLP Bond that is for an amount equal to the above redacted percentage;(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and(c) the public interest has been served by revealing the existence of the fact that the contractor will be paying a bond. In light of this disclosure there is an overriding public interest against the disclosure of the percentage figure.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 - definition of D&C Contractor's Representative  | The information redacted is a name. | Section 32(1)(d), item 3(a) of the table in section 14The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of an individual. |
|  | Clause 1.1 – definition of Date for Completion  | The information is redacted is a date. | Section 32(1)(a) and section 32(1)(d) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains the date for completion;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; (c) revealing the redacted information would also disclose the contractor's programming arrangements and would therefore reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors; and(d) the public interest has been served by revealing the fact that there are Dates for Completion. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise dates.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Default Rate | The information redacted is a percentage figure. | Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of this information would reveal the contractor's cost structure or profit margins and would place the contractor at a substantial disadvantage in relation to potential competitors and other contractors.Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains the percentage figure per annum of the Default Rate of interest payable by either Sydney Metro or the contractor to the other party under any Project Agreement for late payment;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the fact that there is a Default Rate of interest. In light of the disclosure of this information there is an overriding public interest against the disclosure of the percentage figure.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Delivery Phase Scope 3 Emissions Baseline | The information redacted is a quantum amount | Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the total CO2e emissions amount for the Delivery Phase Scope; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the fact that there is an Emissions Baseline. In light of the disclosure of this information there is an overriding public interest against the disclosure of the quantum amount.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Draft Third Party Agreements  | The information redacted is the entire definition. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific arrangements with respect to third party agreements; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Equity Documents  | The information redacted is the entire definition | Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted material relates to unique arrangements adopted by the contractor with respect to its equity arrangements and which underpin the contractor's financing arrangements;(b) significant investment was made in the development and refinement of this arrangement and releasing that information is therefore reasonably expected to diminish the competitive commercial value of the arrangement to the contractor and thereby prejudice its business, commercial and financial interests; and(c) while there is a public interest in revealing the arrangements implemented in relation to equity, this consideration is outweighed by the concerns above.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Equity Interest  | The information redacted is the entire definition | Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted material relates to unique arrangements adopted by the contractor with respect to its equity arrangements and which underpin the contractor's financing arrangements;(b) significant investment was made in the development and refinement of this arrangement and releasing that information is therefore reasonably expected to diminish the competitive commercial value of the arrangement to the contractor and thereby prejudice its business, commercial and financial interests; and(c) while there is a public interest in revealing the arrangements implemented in relation to equity, this consideration is outweighed by the concerns above.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Equity Investor  | The information redacted is the entire definition  | Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific arrangements with respect to the delivery program; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Equity Subscription Agreement  | The information redacted is the entire definition | Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted material relates to unique arrangements adopted by the contractor with respect to its equity arrangements and which underpin the contractor's financing arrangements;(b) significant investment was made in the development and refinement of this arrangement and releasing that information is therefore reasonably expected to diminish the competitive commercial value of the arrangement to the contractor and thereby prejudice its business, commercial and financial interests; and(c) while there is a public interest in revealing the arrangements implemented in relation to equity, this consideration is outweighed by the concerns above.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Final Completion Payment  | The information redacted is a dollar amount. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains a masked figure which reveals the amount the contractor will receive for closing out all defects; (b) revealing the payment to the contractor upon closing out defects is reasonably expected to have adverse impacts on the contractor's ability to negotiate with other parties. In particular, revealing this information is expected to prejudice the contractor's negotiating position in future procurements. Revealing this information will therefore diminish the competitive commercial value of that information to the contractor and prejudice its legitimate business, commercial and financial interests; and(c) while there is a public interest in revealing the final payment to be made to the contractor for closing out defects, this consideration is outweighed by the concerns above.**Review: This information would be reviewed for disclosure when Final Completion has occurred.** |
|  | Clause 1.1 – definition of Finance Co Group. References to the defined term: Table of Contents, Clauses 52.7, 60.1 | The information redacted is the entire definition and all references to the defined term in the Project Deed | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific arrangements with respect to OpCo's corporate structure; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 –definition of Finance Co Group MemberReferences to the defined term: Table of Contents, Clause 1.1 – definitions of Associate, Debt Financiers, Debt Financiers' Security, Insolvency Event, Probity Event, Relevant Person, Third Party Preparation Costs, Clauses 7.5(b), 28.13, 49.12, 52.6, 54.6(a), 56.2, 56.3, 56.4, 56.5, 59.1, 59.2(c), 59.9, 60.1, 60.2, 68.1(d) | The information redacted is the entire definition and all references to the defined term in the Project Deed | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific arrangements with respect to OpCo's corporate structure; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of First Operations Period | The information redacted is a time period.  | Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and reveals the contractor's intellectual property. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the duration of the First Operations Period with respect to certain Foundation Infrastructure Works defects; (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the mechanics of the regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of FLS Stakeholders  | The information redacted is the entire clause | Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information refers to the FLS Stakeholders for the Sydney Metro Western Sydney Airport Project; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change** |
|  | Clause 1.1 – definition of Graffiti/Vandalism Relevant Amount | The information redacted is a dollar amount. | Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains a masked figure which reveals the amount the contractor will receive for each Financial Year for Graffiti or vandalism; and (b) revealing the payment to the contractor is reasonably expected to have adverse impacts on the contractor's ability to negotiate with other parties. In particular, revealing this information is expected to prejudice the contractor's negotiating position in future procurements. Revealing this information will therefore diminish the competitive commercial value of that information to the contractor and prejudice its legitimate business, commercial and financial interests. **Review: This information would be reviewed for disclosure when Final Completion has occurred.** |
|  | Clause 1.1 – definition of Key FLS Scope Items  | The information redacted is the entire clause | Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information refers to the key FLS scope items for the Sydney Metro Western Sydney Airport Project; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change** |
|  | Clause 1.1 – definition of Key Plant and Equipment  | The information redacted is the entire definition.  | Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the Key Plant and Equipment for the Project; (b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and(c) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Key Plant and Equipment Manufacturing Country  | The information redacted is the entire definition.  | Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the countries where the Key Plant and Equipment may be manufactured; and (b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information 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 Known Defects Rectification Period  | The information redacted is a time period.  | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:(a) the redacted information identifies the time of commencement of the Known Defects Rectification Period; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Minor Modification  | The information redacted is a dollar amount. | Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the dollar amount under which the contractor will not be required to seek new Approval or changes to existing Approvals to implement the proposed Modification; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Model Outputs Schedule  | The information redacted is the entire definition. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific arrangements with respect to the Project Schedule; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition immediately following Notice of Intention to Terminate | The information redacted is the entire definition. | Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific information with respect to a type of contractual notice; and (b) revealing the contractor's appetite for risk and its views on the likelihood of risks eventuating would place the contractor at a substantial commercial disadvantage in projects of a similar nature. The contractor would also be expected to be disadvantaged in negotiations with any third party it may wish to engage. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
| 1.
 | Clause 1.1 – definition of O&M Contractor's Representative  | The information redacted is a name.  | Section 32(1)(d), item 3(a) of the table in section 14The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of an individual. |
|  | Clause 1.1 – definition of O&M Guarantee | The information redacted is words. | Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: (a) the redaction information reveals a project specific guarantee provided by the O&M Contractor's parent company to OpCo; (b) exposing the redaction information would reveal the guarantee that the O&M Contractor's parent company was willing to provide in relation to the Project; (c) revealing the contractor's appetite for risk and its views on the likelihood of risks eventuating would place the contractor at a substantial commercial disadvantage in projects of a similar nature. The contractor would also be expected to be disadvantaged in negotiations with any third party it may wish to engage. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and (d) the public interest has been served by revealing the fact that a guarantee is required to be provided by the O&M Contactor's parent company. In light of the extent of this disclosure there is an overriding public interest against the disclosure of the specific guarantee details. **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of O&M Guarantor | The information redacted is words. | Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: (a) the redaction information reveals a project specific guarantee provided by the O&M Contractor's parent company to OpCo; (b) exposing the redaction information would reveal the guarantee that the O&M Contractor's parent company was willing to provide in relation to the Project; (c) revealing the contractor's appetite for risk and its views on the likelihood of risks eventuating would place the contractor at a substantial commercial disadvantage in projects of a similar nature. The contractor would also be expected to be disadvantaged in negotiations with any third party it may wish to engage. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and (d) the public interest has been served by revealing the fact that a guarantee is required to be provided by the O&M Contactor's parent company. In light of the extent of this disclosure there is an overriding public interest against the disclosure of the specific guarantee details. **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition immediately following the definition of O&M Guarantor  | The information redacted is words. | Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: (a) the redaction information reveals a project specific guarantee provided by the O&M Contractor's parent company to OpCo; (b) exposing the redaction information would reveal the guarantee that the O&M Contractor's parent company was willing to provide in relation to the Project; (c) revealing the contractor's appetite for risk and its views on the likelihood of risks eventuating would place the contractor at a substantial commercial disadvantage in projects of a similar nature. The contractor would also be expected to be disadvantaged in negotiations with any third party it may wish to engage. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and (d) the public interest has been served by revealing the fact that a guarantee is required to be provided by the O&M Contactor's parent company. In light of the extent of this disclosure there is an overriding public interest against the disclosure of the specific guarantee details. **Review: This information will be reviewed for disclosure as events and circumstances change.** |
| 1.
 | Clause 1.1 – definition of OpCo Group. References to the defined term: Table of Contents, Clauses 52.7, 60.1 | The information redacted is the entire definition and all references to the defined term in the Project Deed | Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's group structure. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific arrangements and insight into OpCo's corporate structure; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of OpCo Group Member. References to the defined term: Table of Contents, Clause 1.1 – definitions of Associate, Debt Financiers, Debt Financiers' Security, Insolvency Event, Probity Event, Relevant Person, Third Party Preparation Costs, Clauses 7.5(b), 28.13, 49.12, 52.6, 54.6(a), 56.2, 56.3, 56.4, 56.5, 59.1, 59.2(c), 59.9, 60.1, 60.2, 68.1(d) | The information redacted is the entire definition and all references to the defined term in the Project Deed | Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's group structure. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific arrangements and insight into OpCo's corporate structure; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of OpCo's Representative  | The information redacted is a name.  | Section 32(1)(d), item 3(a) of the table in section 14The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of an individual. |
|  | Clause 1.1 – definition of Open Book Basis  | The information redacted is an entire definition.  | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific arrangements with respect to the delivery program; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Operational Financial Model  | The information redacted is the entire definition.  | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information refers to project specific arrangements with respect to the Project Financial Model; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Pre-URE Date for Completion  | The information redacted is the entire definition. | Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals information with respect to the contractor's entitlement to claim relief but will not be afforded funding relief from Sydney Metro; (b) with contracts of this nature it is common for the contractor to agree to unfunded relief events if the likelihood of their occurrence is extremely low. Accordingly, the redacted information contains information relating to the apportionment of risks between the contractor and Sydney Metro;(c) revealing the contractor's appetite for risk and its views on the likelihood of risks eventuating would place the contractor at a substantial commercial disadvantage in projects of a similar nature. The contractor would also be expected to be disadvantaged in negotiations with any third party it may wish to engage. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and(d) the public interest has been served by revealing the existence of unfunded relief events. In light of the extent of this disclosure there is an overriding public interest against the disclosure of the date for completion.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Principal's Representative | The information redacted is a person's name.  | Section 32(1)(d), item 3(a) of the table in section 14The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of an individual. |
|  | Clause 1.1 – definition of Relief Event | The information redacted is words.  | Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific events in which the contractor will be excluded from entitlement to claim relief as a result of the event;(b) the redacted information contains information relating to the apportionment of risks between the contractor and Sydney Metro; (c) revealing the contractor's appetite for risk and its views on the likelihood of risks eventuating would place the contractor at a substantial commercial disadvantage in projects of a similar nature. The contractor would also be expected to be disadvantaged in negotiations with any third party it may wish to engage. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and(d) the public interest has been served by revealing the existence of relief events. In light of the extent of this disclosure there is an overriding public interest against the disclosure of the exclusions to relief events involved.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition of Target Date for Completion | The information redacted is a date.  | Section 32(1)(a) and section 32(1)(d) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the target date for completion of the Project; (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; (c) revealing the redacted information would also disclose the contractor's programming arrangements and would therefore reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors; and(d) the public interest has been served by revealing the fact that there is a Target Date for Completion. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise dates.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition immediately following the definition of Unexploded Ordnance Plan  | The information redacted is the entire definition. | Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the events in which the contractor will be entitled to recover its financing costs associated with any extension of time granted as a result of the event;(b) with contracts of this nature it is common for the contractor to agree to relief events if the likelihood of their occurrence is extremely low. Accordingly, the redacted information contains information relating to the apportionment of risks between the contractor and Sydney Metro;(c) revealing the contractor's appetite for risk and its views on the likelihood of risks eventuating would place the contractor at a substantial commercial disadvantage in projects of a similar nature. The contractor would also be expected to be disadvantaged in negotiations with any third party it may wish to engage. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and(d) the public interest has been served by revealing the existence of relief events. In light of the extent of this disclosure there is an overriding public interest against the disclosure of the precise events involved.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Clause 1.1 – definition immediately following the definition of Unowned Parcel   | The information redacted is the entire definition. | Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals information with respect to the contractor's entitlement to claim relief but will not be afforded funding relief from Sydney Metro; (b) with contracts of this nature it is common for the contractor to agree to relief events if the likelihood of their occurrence is extremely low. Accordingly, the redacted information contains information relating to the apportionment of risks between the contractor and Sydney Metro;(c) revealing the contractor's appetite for risk and its views on the likelihood of risks eventuating would place the contractor at a substantial commercial disadvantage in projects of a similar nature. The contractor would also be expected to be disadvantaged in negotiations with any third party it may wish to engage. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and(d) the public interest has been served by revealing the existence of relief events. In light of the extent of this disclosure there is an overriding public interest against the disclosure of the precise period involved.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Clause 10.11(b) | The information redacted is the entire sub-clause.  | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals an industrial relations obligation imposed on the contractor; (b) revealing the redacted information would provide insight into the commercial arrangements and obligations negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by disclosing the remainder of clause 10.11 identifying that industrial relation obligations have been placed upon the contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of this specific negotiated obligation.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 10.15(c) | The information redacted is a dollar amount. | Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Items 1(f) and 4 (a), (b), (c) and (d) of the Table to section 14 The disclosure of this information would prejudice the effective exercise by an agency of the agency’s functions and place an agency at a commercial disadvantage in a market.The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's profit margins. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:(a) the redacted information identifies the rates which Sydney Metro must pay the contractor during the Delivery Phase for the provision of services in relation to carrying out safety or site inductions for Other Contractors or the provision of personnel to accompany other contractors for the purposes of complying with its obligations under clause 10.15 of the SSTOM Project Deed; (b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and(c) the public interest has been served by revealing the existence of the contractor's entitlement to receive payment from Sydney Metro in relation to the above services. In light of this disclosure there is an overriding public interest against the disclosure of the dollar amounts.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 10.25(a)(ii)(A) | The information redacted is a dollar amount. | Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Items 1(f) and 4 (a), (b), (c) and (d) of the Table to section 14 The disclosure of this information would prejudice the effective exercise by an agency of the agency’s functions and place an agency at a commercial disadvantage in a market.The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's profit margins. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:(a) the redacted information identifies the amount which the contractor must pay Sydney Metro for TCP electricity; (b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and(c) the public interest has been served by revealing the existence of the contractor's entitlement to receive payment from Sydney Metro in relation to the above services. In light of this disclosure there is an overriding public interest against the disclosure of the dollar amounts.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 10.29(j) |  The information redacted is a dollar amount. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the dollar amount per ton recoverable by Sydney Metro from the contractor in respect of the Sydney Metro's cost of purchasing Operations Phase Scope 1 Emissions; (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the fact that Sydney Metro is recovering an amount from the contractor for Operations Phase Scope 1 Emissions. In light of the disclosure of this information there is an overriding public interest against the disclosure of the dollar amount per ton.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 12.6(c) | The information redacted is a dollar amounts. | Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractorsThe disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the dollar amount of additional costs the contractor could incur as a result of a Valuable Find before Sydney Metro must compensate the contractor for any negative Net Financial Impact in excess of this amount; (b) with contracts of this nature it is common for the contractor to accept certain cost risks for Valuable Finds if the likelihood of their occurrence is extremely low. Accordingly, the redacted information contains information relating to the apportionment of risks between the contractor and Sydney Metro;(c) revealing the contractor's appetite for risk and its views on the likelihood of a Valuable Find eventuating would place the contractor at a substantial commercial disadvantage in projects of a similar nature. The contractor would also be expected to be disadvantaged in negotiations with any third party it may wish to engage. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and(d) the public interest has been served by revealing the parties will bare certain costs incurred in the event of a Valuable Find. In light of the extent of this disclosure there is an overriding public interest against the disclosure of the precise dollar amounts involved.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Clause 14.5(b) and (d)  | The information redacted is a time period. | Section 32(1)(d), item 1(f) of the table in section 14The 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 14The disclosure of this information could reveal commercial-in-confidence provisions 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.  | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the duration of the fitness for purpose representations and warranties made by the contractor in relation to certain project assets; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 25.1(a)(i), (ii) and (b) | The information redacted is a dollar amount. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information discloses the monetary amount of the Handback Security Bond and Extension Security Bond which the contractor must provide to Sydney Metro and the amount which Sydney Metro may withhold from the Service Payment where the contractor fails to do so;(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and(c) the public interest has been served by revealing the existence of these bonds and the right of Sydney Metro to withhold an amount where the contractor fails to provide same. In light of this disclosure there is an overriding public interest against the disclosure of the dollar amounts.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 25.2(a)(i)(A)(II) and 25.2(a)(ii)(A)(II) | The information redacted is a dollar amount. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information discloses the monetary amount of the Handback Security Bond and Extension Security Bond which the contractor must provide to Sydney Metro and the amount which Sydney Metro may withhold from the Service Payment where the contractor fails to do so;(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and(c) the public interest has been served by revealing the existence of these bonds and the right of Sydney Metro to withhold an amount where the contractor fails to provide same. In light of this disclosure there is an overriding public interest against the disclosure of the dollar amounts.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 28.4(b)(vi) and (vii) | The information redacted is dollar amounts. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information discloses the monetary amounts in respect of the rectification of Defects, exceeding which Sydney Metro is not obliged to pay the CDPD Amount to Finance Co;(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and(c) the public interest has been served by revealing the existence of the above condition precedent to the CDPD Amount being paid to Finance Co by Sydney Metro. In light of this disclosure there is an overriding public interest against the disclosure of the dollar amounts.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 31 | The information redacted is words  | Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information refers to the events in which the contractor will be entitled to recover its financing costs associated with any extension of time granted as a result of the event.(b) with contracts of this nature it is common for the contractor to agree to unfunded relief events if the likelihood of their occurrence is extremely low. Accordingly, the redacted information contains information relating to the apportionment of risks between the contractor and Sydney Metro;(c) revealing the contractor's appetite for risk and its views on the likelihood of risks eventuating would place the contractor at a substantial commercial disadvantage in projects of a similar nature. The contractor would also be expected to be disadvantaged in negotiations with any third party it may wish to engage. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and(d) the public interest has been served by revealing the existence of unfunded relief events. In light of the extent of this disclosure there is an overriding public interest against the disclosure of the precise events involved.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Clause 31.5(b)(C)(V) | The information redacted is the entire sub-clause  | Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals certain costs paid or payable to the contractor by Sydney Metro which will be deducted from any Service Payment to the contractor upon the contractor's termination; and (b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Clause 31.6 | The information redacted is the entire clause | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the factors and timeframes to be taken into account by either party to give a Notice of Intention to Terminate in respect of an Unfunded Relief Event; and (b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Clause 33.3(b) | The information redacted is a dollar amount. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: (a) the redacted information reveals a masked amount which if exceeded will require the contractor to provide Sydney Metro with a notice setting out the estimate of the Third Party Preparation Costs that it is likely to incur; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 33.16 | The information redacted is the entire clause | Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the process for finalising the design for key scope items and the circumstances in which Sydney Metro will issue a design modification in the event the contractor is unable to obtain Accreditation from ONRSR to operate Sydney Metro Western Sydney Airport; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change** |
|  | Clause 40.4 | The information redacted is a time period | Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the time period after which the contractor will be entitled make any Claim arising out of or connection with any Pandemic Compensation Event; and (b) the time period reveals the contractor's risk appetite with regards to the likelihood of a Pandemic Compensation Event occurring during that period post Financial Close. Revealing the contractor's appetite for risk and its views on the likelihood of the Pandemic risk eventuating would place the contractor at a substantial commercial disadvantage in projects of a similar nature. The contractor would also be expected to be disadvantaged in negotiations with any third party it may wish to engage. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 41.3 | The information redacted is a percentage figure | Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of this information would reveal the contractor's cost structure or profit margins and would place the contractor at a substantial disadvantage in relation to potential competitors and other contractors.Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains the percentage figure of the amount of the Net Financial Impact which the contractor must pay to Sydney Metro where there is a Change in Law which results in a positive Net Financial Impact;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing that the contractor must pay Sydney Metro a percentage amount of the Net Financial Impact of such a Change in Law. In light of the disclosure of this information there is an overriding public interest against the disclosure of the percentage figure.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 41.4 | The information redacted is a percentage figure | Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of this information would reveal the contractor's cost structure or profit margins and would place the contractor at a substantial disadvantage in relation to potential competitors and other contractors.Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains the percentage figure of the benefit of a positive Net Financial Impact that arises from a Pandemic Change in Law that Sydney Metro will be entitled to from the contractor;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of this entitlement. In light of the disclosure of this information there is an overriding public interest against the disclosure of the percentage figure.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 42.5 | The information redacted is a percentage figure | Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of this information would reveal the contractor's cost structure or profit margins and would place the contractor at a substantial disadvantage in relation to potential competitors and other contractors.Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains the percentage figure of the benefit of a positive Net Financial Impact that arises from a Compensable Change in Government Policy that Sydney Metro will be entitled to from the contractor;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of this entitlement. In light of the disclosure of this information there is an overriding public interest against the disclosure of the percentage figure.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 45.1(i)  | The information redacted is the entire clause. | Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the project specific arrangements with respect to the DSU differences in cover under the DSU Policy; (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of insurance requirements. In light of the disclosure of this information there is an overriding public interest against the disclosure of precise arrangements for coverage differences.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 45.1(i) and (j)  | The information redacted is the entire clause. | Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the negotiated project specific insurance arrangements for the parties; (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of insurance requirements. In light of the disclosure of this information there is an overriding public interest against the disclosure of precise details. **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clauses 47.1(c) - (e) | The information redacted are percentage figures, time periods and number of events  | Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and reveals the contractor's intellectual property. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the thresholds for unacceptable availability and timeliness of Train Services and quality as measured by service failure points that, after the Date of Completion, will constitute a default event or a termination event;(b) with contracts of this nature it is common for a contractor to be inclined to only nominate thresholds as default or termination events if the likelihood of their occurrence is extremely low. Accordingly, the redacted information contains information relating to the contractor's views as to its capabilities together with information relating to the apportionment of risks between the contractor and Sydney Metro;(c) revealing the contractor's appetite for risk and its views on the likelihood of risks eventuating would place the contractor at a substantial commercial disadvantage in projects of a similar nature. The contractor would also be expected to be disadvantaged in negotiations with any third party it may wish to engage in relation to Train Services and quality. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and(d) the public interest has been served by revealing the existence of the availability, timeliness and quality requirements for Train Services and the consequences faced by the contractor if those requirements are not met. In light of the extent of those disclosures there is an overriding public interest against the disclosure of the precise figures and periods involved.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Clauses 49.1(a) - (c) | The information redacted are time periods and number of events | Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and reveals the contractor's intellectual property. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the thresholds for unacceptable availability and timeliness of Train Services and quality as measured by service failure points that, after the Date of Completion, will constitute a default event or a termination event;(b) with contracts of this nature it is common for a contractor to be inclined to only nominate thresholds as default or termination events if the likelihood of their occurrence is extremely low. Accordingly, the redacted information contains information relating to the contractor's views as to its capabilities together with information relating to the apportionment of risks between the contractor and Sydney Metro;(c) revealing the contractor's appetite for risk and its views on the likelihood of risks eventuating would place the contractor at a substantial commercial disadvantage in projects of a similar nature. The contractor would also be expected to be disadvantaged in negotiations with any third party it may wish to engage in relation to Train Services and quality. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and(d) the public interest has been served by revealing the existence of the availability, timeliness and quality requirements for Train Services and the consequences faced by the contractor if those requirements are not met. In light of the extent of those disclosures there is an overriding public interest against the disclosure of the precise figures and periods involved.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Clause 52.2 | The information redacted is words.  | Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and reveals the contractor's intellectual property. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the financial reporting documents and information which the contractor must provide to Sydney Metro; (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of the financial reporting obligations on the contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the specific documents and information.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Clause 56.9(a) | The information redacted is a percentage figure | Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of this information would reveal the contractor's cost structure or profit margins and would place the contractor at a substantial disadvantage in relation to potential competitors and other contractors.Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains the percentage figure of the benefit of any gain that arises from a Refinancing that Sydney Metro will be entitled to;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of this entitlement. In light of the disclosure of this information there is an overriding public interest against the disclosure of the percentage figure.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 57.1 | The information redacted is the entire sub-clause. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific arrangements with respect to the Project financial model; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 57.3 | The information redacted is the entire sub-clause  | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific arrangements with respect to the Project financial model; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 59.2(c) | The information redacted is a percentage figure | Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted percentage relates to unique arrangements adopted by the contractor with respect to its equity arrangements and which underpin the contractor's financing arrangements;(b) significant investment was made in the development and refinement of this arrangement and releasing that information is therefore reasonably expected to diminish the competitive commercial value of the arrangement to the contractor and thereby prejudice its business, commercial and financial interests; and(c) while there is a public interest in revealing the arrangements implemented in relation to equity, this consideration is outweighed by the concerns above.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Clause 59.2(d) | The information redacted is words | Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information relates to unique arrangements adopted by the contractor with respect to its equity arrangements and which underpin the contractor's financing arrangements;(b) significant investment was made in the development and refinement of this arrangement and releasing that information is therefore reasonably expected to diminish the competitive commercial value of the arrangement to the contractor and thereby prejudice its business, commercial and financial interests; and(c) while there is a public interest in revealing the arrangements implemented in relation to equity, this consideration is outweighed by the concerns above.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Clause 60.2 | The information redacted is part of the clause and other words | Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information relates to unique arrangements adopted by the contractor with respect to its equity arrangements and which underpin the contractor's financing arrangements;(b) significant investment was made in the development and refinement of this arrangement and releasing that information is therefore reasonably expected to diminish the competitive commercial value of the arrangement to the contractor and thereby prejudice its business, commercial and financial interests; and(c) while there is a public interest in revealing the arrangements implemented in relation to equity, this consideration is outweighed by the concerns above.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Clause 61.3(aa) | The information redacted is the entire sub-clause | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific arrangements with respect to a Sydney Metro's withholding of consent given to a Significant Contractor in certain circumstances; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Clause 61.10 | The information redacted is words.  | Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and reveals the contractor's intellectual property. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the financial mitigation documents and information which the contractor must provide to Sydney Metro; (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of the financial mitigation obligations on the contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the specific documents and information.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
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 | Clause 65(d)(i)(E) | The information redacted is names and email addresses. | Section 32(1)(d), item 3(a) of the table in section 14The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals. |
|  | Execution Page  | The information redacted is the names and signatures of the signatories. | Section 32(1)(d), item 3(a) of the table in section 14The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and signatures.Sydney Metro considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information and is outweighed by the public interest against the disclosure as identified above. |
|  | Schedule 1 – Condition Precedent 11  | The information redacted is the Condition Precedent | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted material relates to unique arrangements agreed between the parties relating to a condition precedent to Financial Close;(b) releasing the information is reasonably expected to diminish the competitive commercial value of the arrangement to the contractor and thereby prejudice its business, commercial and financial interests; and(c) while there is a public interest in revealing the arrangements, this consideration is outweighed by the concerns above.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Clause 1 - definitions of Base Electricity Compliance Incentive Payment (BECIP), Base Maximum Customer Satisfaction Payment (BMPy), Base Maximum Deduction for Service Quality and Asset Functionality (BMDy), Base Service Level Adjustment Threshold Payment (BSLATP), and Base Service Kilometres  | The information redacted is dollar amounts. | Section 32(1)(a) and definition (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's cost structure and profit margins. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information sets out the base maximum payments with respect to customer satisfaction together with maximum base amounts for deductions based on service quality and asset functionality and other payments;(b) the redacted information reveals base amounts and deductions from payments to be made to the contractor and therefore provides insight into the contractor's financing structure. As a result, the redacted information provides lucidity on the contractor's risk appetite and the core commercial payment-risk structure ultimately absorbed by the contractor. The disclosure of the information in Schedule 2 would provide visibility on the amount and apportionment of financial and other risks assumed by the contractor. As a consequence this would reveal components of the contractor's cost structure and profit margins; (c) revealing the masked information would place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and(d) the public interest has been served by revealing the existence of the base amounts and the mechanism for determining payment to the contractor. Given the extent of those disclosures there is an overriding public interest against the disclosure of the precise amounts involved.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Clause 1 - definition of Base Number of Train Services, Base Operating Hours, Base Service Kilometres, Headway Tolerance, Unacceptable Graffiti Items, and Service Level Adjustment Threshold Payment Trigger  | The information redacted is numbers. | Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information sets out the base operating hours and service kilometres which in turn have flow on effects in determining the calculation of service level adjustment amounts which are to be paid in circumstances where Sydney Metro directs a service change;(b) exposing the redacted information is expected to provide insight into the contractor's capabilities and its views on the likely price and risk associated with modifying the service. This would expose aspects of the contractor's cost structure and profit margin;(c) revealing the contractor's appetite for risk and capabilities would place the contractor at a substantial commercial disadvantage in projects of a similar nature. Revealing price adjustments in response to changed service levels is also expected to prejudice the contractor in negotiations with any third parties in relation to the provision of those additional services. This will diminish the value of that information to the contractor and is expected to prejudice the contractor's legitimate business, commercial or financial interests; and(d) the public interest has been served by revealing the existence of a regime for instituting adjustments where Sydney Metro directs a Service Change. In light of this disclosure there is an overriding public interest against the disclosure of the precise figures involved.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Clause 1 - definition of Bedding In Factor | The information redacted is percentage figures and numbers.  | Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the Bedding In Factor is a factor which is used to calculate Availability Deductions. The Availability Deductions in turn provide lucidity on the risks that the contractor was willing to price and assume in relation to the availability of services and goes to the core commercial payment-risk structure ultimately absorbed by the contractor. The redacted information informs the Bedding In Factor;(b) exposing the redacted information is expected to provide insight into the contractor's capabilities and its views on the likely price and risk associated with modifying the service. This would expose aspects of the contractor's cost structure and profit margin;(c) revealing the contractor's appetite for risk and capabilities would place the contractor at a substantial commercial disadvantage in projects of a similar nature; and(d) the public interest has been served by revealing the existence and method for calculating the Availability Deductions together with setting out the regime available for the contractor to obtain relief from those deductions. In light of this disclosure there is an overriding public interest against the disclosure of the precise figures involved in the Bedding In Factor.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Clause 1 - definition of Major Service Disruption | The information redacted is time periods and numbers. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information sets out the time period threshold which will result in the occurrence of a Major Service Disruption;(b) exposing the redacted material may create an expectation in the market that the contractor may agree to similar arrangements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests; and(c) the public interest has been served by revealing the existence of a threshold time period for a Major Service Disruption. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods and numbers involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Clause 1 - definition of Maximum Train Journey Time | The information redacted is time periods and numbers. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information sets out the maximum required journey time for each Required Train Service for both the Phase 1 Operations Phase and the Full Operations Phase;(b)revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests; and(c) the public interest has been served by revealing the existence of a Maximum Train Journey Time. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods and numbers involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Clause 1 - definition of Missed Platform | The information redacted is a time period and number. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information sets out the minimum period of time required for the Train doors to be open to allow passengers to board and alight in the context of a Missed Platform. Failure to do so for this minimum period of time will result in a Missed Platform event;(b) exposing the redacted material may create an expectation in the market that the contractor may agree to similar arrangements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests; and(c) the public interest has been served by revealing the existence of this minimum time period. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods and numbers involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Clause 1 - definition of Missed Train Service | The information redacted is time periods and numbers. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information sets out the time periods in the context of calculating a Misses Train Service;(b) exposing the redacted material may create an expectation in the market that the contractor may agree to similar arrangements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests; and(c) the public interest has been served by revealing the method of calculating Missed Train Services except for the specific time periods. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods and numbers figure involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Clause 1 - definition of Operating Hours | The information redacted is time periods and numbers. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information sets out the time periods prior to and after the first and last Required Train Service respectively which make up the Operating Hours;(b) exposing the redacted material may create an expectation in the market that the contractor may agree to similar arrangements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests; and(c) the public interest has been served by revealing the method of calculating the Operating Hours. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods and numbers involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Clause 1 - definition of Platform Closure Weighting | The information redacted is percentage figures and numbers. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information sets out the percentage figures by which the Platform Closure Weighting is calculated;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the method of calculating the Platform Closure Weighting. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage figures and numbers involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Clause 1 - definition of Service Disruption Incident  | The information redacted is a time period. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information if disclosed would reveal the disruption period of time after which the disruption is considered an incident for the purpose of measuring the contractor's performance against its KPIs; (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing that the contractor's KPIs are measured against a disruption greater than a set period of time. In light of this disclosure there is an overriding public interest against the disclosure of the precise time period.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Clause 1 - definition of Service Level Adjustment Threshold Payment Trigger | The information redacted are percentages and quantities.  | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information if disclosed would reveal information relating to the Service Quality, Asset Functionality and Reporting KPIs;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the contractor's KPIs are measured against a disruption greater than a set period of time. In light of this disclosure there is an overriding public interest against the disclosure of the precise time period.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 - Clause 4.2 | The information redacted is percentage figures. | Section 32(1)(a) and definition (b), (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information is percentage figures which are used in the context of calculating the Availability Deduction for Missed Trains;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing how the Availability Deduction of Missed Trains is calculated without disclosing the percentage figures. In light of this disclosure there is an overriding public interest against the disclosure of the precise figure involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Clause 5.1 | The information redacted is numbers. | Section 32(1)(a) and definition (b), (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information if disclosed would reveal certain figures which are used in the context of calculating Timeliness Deductions;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing how the Timeliness Deductions are calculated. In light of this disclosure there is an overriding public interest against the disclosure of the precise figures involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Clause 5.2 | The information redacted is time periods. | Section 32(1)(a) and definition (b), (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information if disclosed would reveal specific time periods which are used in calculating the Frequency Customer Delay Measure for the relevant day;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing how the Frequency Customer Delay Measure for the relevant day is calculated. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Clause 5.4 | The information redacted is time periods. | Section 32(1)(a) and definition (b), (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information if disclosed would reveal specific time periods which are used in calculating the Actual Headway in respect of the First and Last Train Services;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing how the calculation is arrived at. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Clause 5.5 | The information redacted is time periods. | Section 32(1)(a) and definition (b), (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information if disclosed would reveal specific time periods which are used in calculating the Actual Headway during periods of no service;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing how the calculation is arrived at. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 - Clauses 6.2 | The information redacted is a percentage figure. | Section 32(1)(a) and definition (b), (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information if disclosed would reveal the percentage figure which is used in calculating the Weighted Service Quality Deduction Percentage;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing how the calculation is arrived at. In light of this disclosure there is an overriding public interest against the disclosure of the precise figure involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Clause 6.3 | The information redacted is percentage figures. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information if disclosed would reveal the Service Quality KPI Weightings;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the list of Service Quality KPIs. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage weightings involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 - Clauses 7.2  | The information redacted is a percentage figure. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information is a percentage figure which is used in the context of determining the Asset Functionality Deduction for the Operating Quarter;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of a calculation for the Asset Functionality Deduction for the Operating Quarter without revealing the percentage figure. In light of this disclosure there is an overriding public interest against the disclosure of the precise figure involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Clause 7.3 | The information redacted is percentage figures. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information if disclosed would reveal the Asset Functionality KPI Weightings;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the list of Asset Functionality KPIs. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage weightings involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Clause 8.3 | The information redacted is percentage figures. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information if disclosed would reveal the Reporting KPI Weightings;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the list of Reporting KPIs. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage weightings involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Clause 13.3 | The information redacted is numbers. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information if revealed would disclose would reveal the set of minimum and maximum Contract Service Level Requirements in the context of Long Term Service Changes;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of the set of Contract Service Level Requirements. In light of this disclosure there is an overriding public interest against the disclosure of the precise figures involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Clause 16 | The information redacted is percentage figures. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information if disclosed would reveal specific time periods which are used in the context of calculating Availability Deductions and Timeliness Deductions for each day on which a Planned Service Disruption occurs;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing how the calculation is arrived at. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage figures involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Clause 20 | The information redacted is dollar amounts. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information if disclosed would reveal dollar amounts in the calculation of the Indexed Initial Month Adjustment Payments;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the mechanism for calculating the Completion Payment. In light of this disclosure there is an overriding public interest against the disclosure of the specific dollar amounts involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Annexure A – Clauses 2.1, 2.2 and 2.3 | The information redacted is numbers, percentage figures and time periods. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the Platform Weightings, Train Weightings and Day Weightings during the Phase 1 Operations Phase and Full Operations Phase (as applicable); and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Annexure A – Clause 3 | The information redacted is numbers and time periods. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information is numbers in a table titled matrix of origin destination pairs for the Phase 1 Operations Phase; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Annexure A – Clause 4 | The information redacted is numbers. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information if disclosed would reveal the Daily and Monthly CDM Tolerances for the Phase 1 Operations Phase and the Full Operations Phase;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of Daily and Monthly CDM Tolerances for the Phase 1 Operations Phase and the Full Operations Phase. In light of this disclosure there is an overriding public interest against the disclosure of the precise numbers involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Annexure A – Clause 5 | The information redacted is numbers. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information if disclosed would reveal details in respect of various service periods including departure times, maximum headway at Stations and number of required Services; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 - Annexure B  | The information redacted is the entire Annexure  | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information if disclosed would reveal the Service Quality, Asset Functionality and Reporting KPIs;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the KPIs. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage weightings involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 2 – Annexure C, Timeliness Deduction | The redacted information is words.  | Section 32(1)(a) and definition (b), (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information if disclosed would reveal the formulae used for the calculation of Timeliness Deductions;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of Timeliness Deductions. In light of this disclosure there is an overriding public interest against the disclosure of the precise calculation involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 4 – Table 1 and 2 | The redaction information is numbers | Section 32(1)(a) and definition (b), (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information if disclosed would reveal the Headway and Fleet Size Parameters including the baseline for the Train Fleet requirements related to a future Extension; (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of Headway and Fleet Size Parameters. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods and fleet sizes involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 5 – Pre-Agreed Option 1A, 1, 2, 3, 4, 5 | The information redacted is the Election Dates. | Section 32(1)(a) and definition (a) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) under the SSTOM Project Deed, Sydney Metro may at any time prior to the relevant Election Date, in its absolute discretion and without being under any obligation to do so, direct the contractor to implement any Pre-Agreed Option;(b) the redacted information discloses aspects of the contractor's differentiators which were fundamental to the evaluation of the contractor's offer. Revealing this information is expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests;(c) revealing the masked information is also expected to provide lucidity on unique project specific financing arrangements; and(d) the public interest has been served by revealing the description and nature of adjustments in the event that Sydney Metro exercises a pre-agreed option. In light of the disclosure of this information there is an overriding public interest against the disclosure of the redacted material.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 5 – Pre-Agreed Option 1A | The information redacted is the Effective Date and words. | Section 32(1)(a) and definition (a) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the Effective Date on which Pre-Agreed Option 1A applies; (b) revealing this information is expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests;(c) revealing the masked information is also expected to provide lucidity on unique project specific financing arrangements; and(d) the public interest has been served by revealing the description and nature of adjustments in the event that Sydney Metro exercises a pre-agreed option. In light of the disclosure of this information there is an overriding public interest against the disclosure of the redacted material.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 5 – Pre-Agreed Option 2 - Adjustment to Schedule 2, and the Tables in clauses 13.3, and clauses 2.2 and 5 of Annexure A to Schedule 2 | The information redacted is numbers.  | Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information sets out the base number of train services, service kilometres, train weighting, service periods and long term services changes in the pre-agreed option which in turn have flow on effects in determining the calculation of service level adjustment amounts which are to be paid in circumstances where Sydney Metro directs a service change;(b) exposing the redacted information is expected to provide insight into the contractor's capabilities and its views on the likely price and risk associated with modifying the service. This would expose aspects of the contractor's cost structure and profit margin;(c) revealing the contractor's appetite for risk and capabilities would place the contractor at a substantial commercial disadvantage in projects of a similar nature. Revealing adjustments in response to changed service levels is also expected to prejudice the contractor in negotiations with any third parties in relation to the provision of those additional services. This will diminish the value of that information to the contractor and is expected to prejudice the contractor's legitimate business, commercial or financial interests; and(d) the public interest has been served by revealing the existence of a regime for instituting adjustments where Sydney Metro directs a Service Change. In light of this disclosure there is an overriding public interest against the disclosure of the precise figures involved.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 5 – Pre-Agreed Option 2, 3, 4 and 5 – Amendment to Operative Provisions  | The redaction information are dates and word.  | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the date for completion for any additional trains; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 5 – Pre-Agreed Option 2 and 3 – Amendment to Operative Provisions, clause 28.2A(c) and 28.2B(c) | The redaction information are percentages and words.  | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the milestone payment percentages for each milestone payment calculation; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 5 – Pre-Agreed Option 2 and 3 – Pricing Assumptions, bullet point 10 | The information redacted is a quantum amount.  | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the base service kilometres above which additional maintenance overall may be required; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 5 – Pre-Agreed Option 2 and 3 – Pricing Assumptions, bullet point 11 and 12 | The information redacted are dates.  | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the dates for completion for additional trains on and from which the contractor has used as a forecast for its pricing assumptions; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 6 – Clause 1 – definition of Specified OpCo Contractor  | The information redacted is a dollar amount. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains a masked figure which reveals the amount the value threshold for a package of work for any other OpCo Contractor for the Delivery and Operations Activities; and(b) revealing the value of the works is reasonably expected to have adverse impact on the contractor's ability to negotiate with other parties. In particular, revealing this information is expected to prejudice the contractor's negotiating position in future procurements. Revealing this information will therefore diminish the competitive commercial value of that information to the contractor and prejudice its legitimate business, commercial and financial interests.**Review: This information would be reviewed for disclosure when Final Completion has occurred.** |
|  | Schedule 6 – Clause 1 – definition of Unfunded Deductible Period | The information redacted is entire definition  | Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific arrangements with respect of an NFI Event and any entitlement to an extension of time to the Date for Completion as a result of the NFI Event; and(b) exposing the redacted material may create an expectation in the market that the contractor may agree to similar arrangements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 6 – Clause 4.6(b)-(f) | The information redacted are the entire sub-clauses | Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals project specific arrangements with respect to providing a breakdown of the relevant NFI Event costs and the calculation and assumptions which are to apply; and(b) exposing the redacted material may create an expectation in the market that the contractor may agree to similar arrangements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 6 – Clause 4.7(c) | The information redacted is a dollar amount. | Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information reveals the dollar figure which is used in the context of calculating the relevant Preliminaries Elements for the Net Financial Impact of an NFI Event;(b) exposing the redacted material may create an expectation in the market that the contractor may agree to similar arrangements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests; and(c) the public interest has been served by revealing the existence of methods for calculating the Preliminaries Elements of the Net Financial Impact of an NFI Event. In light of this disclosure there is an overriding public interest against the disclosure of the precise numbers involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 6 – Clause 4.12 | The information redacted is the entire clause | Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the project specific security arrangements where a new guarantee is required to be raised by the contractor for a Modification and due to the NFI Event; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests. **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 6 – Clause 4.14 | The information redacted is the entire clause | Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information if revealed would disclose project specific arrangements in respect of the calculation of financing delay costs; and(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information 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 6 – Clause 5.7 | The information redacted is the entire clause.  | Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information sets out project specific arrangements in respect of a Sydney Metro directed modification and any entitlement by the contractor to costs as a part of the calculation of the Net Financial Impact; and (b) exposing the redacted material may create an expectation in the market that the contractor may agree to similar arrangements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 6 – Clause 5.9 | The information redacted is the entire clause.  | Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information sets out project specific arrangements in respect of the method of calculating any compensation for a Net Financial Impact for certain events(b) exposing the redacted material may create an expectation in the market that the contractor may agree to similar arrangements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 6 – Clauses 6.2 and 6.4 | The information redacted is percentage figures and dollar amounts | Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the percentage figure of any Net Financial Impact which Sydney Metro will be liable for in respect of the following Compensation Events:(i) Project Specific Change in Law; (ii) Project Specific Change in NSW Government Policy; (iii) Change in Disability Law; (iv) Change in Environmental Law; (v) Change in Rail Safety Law; or (vi) General Change in Law or NSW Government Policy; and(b) exposing the redacted material may create an expectation in the market that the parties may agree to similar arrangements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 6 – Clauses 6.4(e) | The information redacted is the entire sub-clause. | Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information if revealed would disclose project specific arrangements in respect of the calculation of financing delay costs; and(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information 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 6 – Annexures A and B  | The information redacted is the entire Annexures. | Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information in the annexures sets out the template NFI breakdown schedule as well as the margin percentages applicable to NFI Events, examples of the calculation of financing components and equity components and a table of resourcing for one of the Significant Contractors; and(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 7 –Clause 1.3(a) | The information redacted is the entire sub-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.Section 32(1)(d), item 1(f) of the table in section 14The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information reveals project specific arrangements with regards to the contractor's labour rates; and (b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information 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 7 –Clauses 2, 3 and 4 | The information redacted are the entire 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.Section 32(1)(d), item 1(f) of the table in section 14The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information sets out the rates applying to the Delivery Phase and Operations Phase; and (b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information 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 8 – Clause 1.1 – definitions of Target Outturn Cost (Bid), and Target Outturn Cost (Completion) | The information redacted dollar amounts and words.  | 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)(d), item 1(f) of the table in section 14The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the project specific arrangements with respect to the calculation of the Target Outturn Costs; and (b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information 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 8 – Clause 1.1 – definition of CRS Change Amount, Gain Share Amount, Pain Share Amount, Prepaid Pain share Amount, and Relevant Percentage | The information redacted is percentage figures.  | Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information discloses the gain and pain share percentage figures which the contractor bears the risk or funding or receiving with regards to the Target Outturn Cost (Day 1 Funded);(b) revealing the contractor and Sydney Metro's appetite for risk and its views on the likelihood of bearing these costs places the parties at a substantial commercial disadvantage in projects of a similar nature. The parties would also be expected to be disadvantaged in negotiations with any third party either may wish to engage. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the parties will bare certain cost risks. In light of the extent of this disclosure there is an overriding public interest against the disclosure of the percentage figures involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 8 – Clause 3 | The information redacted is percentage figures | Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information discloses percentage figures of the Target Outturn Cost (Day 1 Funded) which the contractor and Sydney Metro bear the risk of funding or financing; (b) revealing the contractor and Sydney Metro's appetite for risk and its views on the likelihood of bearing these costs places the parties at a substantial commercial disadvantage in projects of a similar nature. The parties would also be expected to be disadvantaged in negotiations with any third party either may wish to engage. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the parties will bare certain cost risks. In light of the extent of this disclosure there is an overriding public interest against the disclosure of the percentage figures involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 8 – Clause 7(c)  | The information redacted is dollar amounts.  | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted figures reveal the dollar amounts which the CRS Change Amount must meet or exceed in order for the contractor to claim an adjustment to the Target Outturn Cost, any applicable CRS Scope Element Amount, and any fixed lump sum price of any applicable Fixed Price Scope; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests. **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 8 – Clause 7(i) | The information redacted is dollar amounts.  | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: (a) the redacted information contains masked figures which reveal the CRS Sub-Threshold Amounts which if exceeded, must be promptly notified to Sydney Metro; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests. **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 8 – Clause 9.2(a) | The information redacted is dollar amounts.  | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted figures reveals the dollar amount a Subcontract must not exceed in order to be deemed an Approved Subcontract; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests. **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 8 – Clause 9.2(i)  | The information redacted is dollar amounts.  | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted figures reveal the dollar amount which the contractor must ensure any Subcontract does not impact the rights or increase the liabilities or obligations of Sydney Metro by more than the redacted amount; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests. **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 8 – Clause 11.1(b) | The information redacted is dollar amounts.  | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted figure reveals the professional indemnity insurance policy coverage amount which the CRS Estimator must effect and maintain; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests. **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 8 – Attachments 3 and 4 | The information redacted is the entire Attachments. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:(a) the redacted information reveals the CRS Estimator Deed Poll and commercial working examples of determining CRS Change and TOC Adjustment Events; (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 9 – Clause 2.2 | The information redacted is a dollar amount | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains a masked figure which reveals the amount the available to the contractor as the Delivery Phase Performance Incentive; (b) revealing the payment to the contractor upon is reasonably expected to have adverse impacts on the contractor's ability to negotiate with other parties. In particular, revealing this information is expected to prejudice the contractor's negotiating position in future procurements. Revealing this information will therefore diminish the competitive commercial value of that information to the contractor and prejudice its legitimate business, commercial and financial interests; and(c) while there is a public interest in revealing the payment could be made to the contractor for as a performance incentive, this consideration is outweighed by the concerns above.**Review: This information would be reviewed for disclosure when Final Completion has occurred.** |
|  | Schedule 9 – Clause 4.2(c) | The information redacted is the entire sub-clause | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information if revealed would disclose project specific arrangements with regard to Sydney Metro's considerations when assessing the contractor's entitlement to the Delivery Phase Performance Incentive; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure when Final Completion has occurred.** |
|  | Schedule 10 | The information redacted is the whole Schedule  | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information if disclosed would reveal the Key Result Areas and the responsible parties for the SSTOM Project;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing that there are Key Result Areas. In light of this disclosure there is an overriding public interest against the disclosure of the precise key result areas involved in the SSTOM Project.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 12 – Clause 2.2(b)(iii) | The information redacted is a dollar amount. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the dollar amount which the contractor must not to exceed with respect to payment to each shortlisted artists to prepare and submit art concepts; and (b) revealing the payment to the contractor upon is reasonably expected to have adverse impacts on the contractor's ability to negotiate with other parties. In particular, revealing this information is expected to prejudice the contractor's negotiating position in future procurements. Revealing this information will therefore diminish the competitive commercial value of that information to the contractor and prejudice its legitimate business, commercial and financial interests.**Review: This information would be reviewed for disclosure when Final Completion has occurred.** |
|  | Schedule 12 – Annexure A, clauses 27 and 29.6 | The information redacted is dollar amounts and words. | Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information contains dollar amounts and words which relate to public liability insurance which the artist and the contractor is required to effect and the quantum of minimum sums to be insured;(b) the quantity of the insurance that Sydney Metro requires the artist and contractor to effect may be taken as an indication of the risks levels involved when contracting with the contractor. This may have signalling effects to the market, provide insight into the contractor's financial arrangements and may also prejudice the business, commercial and financial interests of the contractor; and(d) revealing this information will therefore diminish the competitive commercial value of that information to the contractor and is expected to prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 12 – Annexure A, Schedule 5  | The information redacted is a Table. | Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Items 1(f) and 4 (a), (b), (c) and (d) of the Table to section 14 The disclosure of this information would prejudice the effective exercise by an agency of the agency’s functions and place an agency at a commercial disadvantage in a market. The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's profit margins. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:(a) the redacted information identifies the categories of fees and negotiation options for the purpose of agreeing the rates and fee with the selected artist; and (b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information 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 15 | The information redacted is the Schedule  | Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the countries deemed Key Offsite Areas where the Key Plant and Equipment is manufactured, including the material, supplier, country and detailed production location; (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing that there are Key Offsite Areas for the production and manufacture of the Key Plant and Equipment. In light of this disclosure there is an overriding public interest against the disclosure of the precise materials, suppliers, countries and production locations. **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 16 – Annexure A | The information redacted is a Table and words. | Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and reveals the contractor's intellectual property. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the draft ETS interface program including the major activities, start and finish dates, the responsible parties and the dependency. The redacted information sets out the ETS access protocol and each constraint/ lead time, and the ETS equipment provided by Sydney Metro for each Station; (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of the ETS Interface provisions within Schedule 16. In light of the disclosure of this information there is an overriding public interest against the disclosure of the specific program, protocol and equipment quantity information in Annexure A.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 17 – Annexure A | The information redacted is a Table.  | Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and reveals the contractor's intellectual property. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the draft FSM Key Program Activities including the major activities, start and finish dates, the responsible parties and the dependency; (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of the FSM Interface provisions within Schedule 17. In light of the disclosure of this information there is an overriding public interest against the disclosure of the specific program information in Annexure A.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 18 - Clause 4  | The information redacted is the entire clause  | Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).Items 4(a), (b) and (d) of the Table to 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals a specific negotiated position in relation to rights in relation to conduct by third parties; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 18 – Annexure 1 | The information redacted is the entire Attachment  | Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the location of critical works required for connection; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 20 | The information redacted is the Schedule  | Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14.The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's group structure. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific arrangements and insight into OpCo's corporate structure; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 21 - Clause 1(e)  | The information redact is the entire clause  | Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's group structure. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific exceptions to the change in ownership restrictions; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 22 | The information redacted is names.  | Section 32(1)(d), item 3(a) of the table in section 14The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals. |
|  | Schedule 23 – Clauses (b)(vi) and (c)  | The information redacted is dollar amounts.  | Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the minimum dollar amount for a Subcontract to be deemed a Significant Contract with respect to fire and life safety systems, various design services, and any Subcontract during the Operations Phase; (b) the redacted information reveals Sydney Metro's views on what contract value is considered significant to it and would place Sydney Metro at a substantial commercial disadvantage in projects of a similar nature. The contractor would also be expected to be disadvantaged in negotiations with any third party it may wish to engage. This is expected to reduce the value of that information to the parties and prejudice its business, commercial and financial interests; and (c) the public interest has been served by revealing contracts over a certain quantum value will be Significant Contracts. In light of the extent of this disclosure there is an overriding public interest against the disclosure of the precise quantum value.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 25 | The information redacted is the entire Schedule. | Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information if revealed would disclose the agreed commercially sensitive information schedule; and(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information 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 26 – Clause 1 – definition of Force Majeure Subcontractor Breakage Costs | The information redacted is the entire definition  | Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals details relating to the calculation of the Force Majeure Subcontractor Breakage Costs; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 26 – Clause 1 – definition of Subcontractor Breakage Costs | The information redacted is the entire definition  | Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals details relating to the calculation of the Subcontractor Breakage Costs; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 26 – Clause 4.3(d) | The information redacted is percentage figures | Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of this information discloses the parties' cost structure or profit margins and would place the parties at a substantial commercial disadvantage in relation to potential competitors and other contractors.Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information if revealed would disclose the maximum percentage of the unpaid balance of the contract sum that would have been payable to the D&C Contractor which Sydney Metro would be liable to the contractor for if Sydney Metro is found liable for the Subcontractor Breakage Costs; (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing that Sydney Metro will be liable to the contractor as above. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentage amount.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 26 – Clause 4.3(e) | The information redacted is percentage figures | Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of this information discloses the parties' cost structure or profit margins and would place the parties at a substantial commercial disadvantage in relation to potential competitors and other contractors.Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information if revealed would disclose the maximum percentage of the O&M Service Payment that would have been payable to the O&M Contractor in the event of the Termination Date occurring prior to or after the Date of Completion, which Sydney Metro would be liable to the contractor for if Sydney Metro is found liable for the Subcontractor Breakage Costs; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing that Sydney Metro will be liable to the contractor as above. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentage amount.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 26 – Clause 5(E) | The information redacted is a percentage figure | Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of this information discloses the parties' cost structure or profit margins and would place the parties at a substantial commercial disadvantage in relation to potential competitors and other contractors.Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information if revealed would disclose the percentage of the Voluntary Termination Equity Value applicable with respect to the calculation of a Termination Payment for force majeure or uninsurable risks; (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of a Voluntary Termination Equity Value. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentage amount for the calculation of a Termination Payment.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 27 – Clauses 1 and 2 | The information redacted is words and dollar amounts. | Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information contains dollar amounts and words which relate to various categories of insurance that the contractor is required to effect and the quantum of minimum sums to be insured and maximum deductibles;(b) revealing the quantum of insurance would provide insight into the premiums required to be paid by the contractor. These premiums represent a cost in performing the contractor's obligations under the SSTOM Project Deed and thereby reveal components of the contractor's cost structure;(c) the quantity of the insurance that Sydney Metro requires the contractor to effect may be taken as an indication of the risks levels involved when contracting with the contractor. This may have signalling effects to the market, provide insight into the contractor's financial arrangements and may also prejudice the business, commercial and financial interests of the contractor; and(d) revealing this information will therefore diminish the competitive commercial value of that information to the contractor and is expected to prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 32 – Annexure C, Clause 5.8 | The information redacted is dollar amounts and words.  | Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of this information discloses the parties' cost structure or profit margins and would place the parties at a substantial commercial disadvantage in relation to potential competitors and other contractors.Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information if revealed would disclose the escrow agent's aggregate liability to Sydney Metro and the contractor in respect of any loss, damage or expense arising out of, or in connection with, the Escrow Deed; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the escrow agent will be liable to Sydney Metro as above. In light of the disclosure of this information there is an overriding public interest against the disclosure of the dollar amount and total sum.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 32 – Annexure C, clause 17.1(d) | The information redacted is names and email addresses. | Section 32(1)(d), item 3(a) of the table in section 14The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals. |
|  | Schedule 34 – Part L | The information redacted is the entire Part.  | Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of this information discloses the parties' cost structure or profit margins and would place the parties at a substantial commercial disadvantage in relation to potential competitors and other contractors.Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information if reveals the project specific financial reporting requirements; and (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing there are financial reporting requirements. In light of the disclosure of this information there is an overriding public interest against the disclosure of the financial reporting form. **Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 37 -1.1 – definition of Extension Equity Return  | The information redacted is the entire clause.  | Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted material relates to unique arrangements with respect to equity arrangements and which underpin the contractor's financing arrangements; and (b) significant investment was made in the development and refinement of this arrangement and releasing that information is therefore reasonably expected to diminish the competitive commercial value of the arrangement to the contractor and thereby prejudice its business, commercial and financial interests.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 37 – Clause 12.1(c);  | The information redacted is the entire clauses/ sub-clauses | Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted material relates to unique arrangements adopted by the contractor with respect to its extension equity arrangements and which underpin the contractor's financing arrangements;(b) significant investment was made in the development and refinement of this arrangement and releasing that information is therefore reasonably expected to diminish the competitive commercial value of the arrangement to the contractor and thereby prejudice its business, commercial and financial interests; and(c) while there is a public interest in revealing the arrangements implemented in relation to equity for an extension, this consideration is outweighed by the concerns above.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 37 – Clause 12.4 | The information redacted is the entire clause | Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted material relates to unique project arrangements to be adopted by the parties with respect to the amendments to the contractor's financing arrangements in the event of an extension;(b) significant investment was made in the development and refinement of the financing arrangements and releasing that information is therefore reasonably expected to diminish the competitive commercial value of the arrangement to the contractor and thereby prejudice its business, commercial and financial interests; and(c) while there is a public interest in revealing the arrangements implemented, this consideration is outweighed by the concerns above.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 37 - Appendix 1, Part B, clauses 4.1(d) and (e); | The information redacted is the entire sub-clauses | Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted material relates to unique arrangements adopted by the contractor with respect to its extension equity arrangements and which underpin the contractor's financing arrangements;(b) significant investment was made in the development and refinement of this arrangement and releasing that information is therefore reasonably expected to diminish the competitive commercial value of the arrangement to the contractor and thereby prejudice its business, commercial and financial interests; and(c) while there is a public interest in revealing the arrangements implemented in relation to equity for an extension, this consideration is outweighed by the concerns above.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 37 –Appendix 2, clause 2.3(c) | The information redacted is percentage figures.  | Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the percentages for the timeliness and availability ratios for the purpose of calculating the Extended SMWSA Payment Mechanism in the event of no service; (b) exposing the redacted information is expected to provide insight into the contractor's capabilities and its views on the likely price and risk associated with extension of the SMWSA services. This would expose aspects of the contractor's cost structure and profit margin;(c) revealing the contractor's appetite for risk and capabilities would place the contractor at a substantial commercial disadvantage in projects of a similar nature; and(d) the public interest has been served by revealing the existence of an Extended SMWSA Payment Mechanism. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentages and time periods involved.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 37 –Appendix 2, clause 2.4 | The information redacted is percentage figures, time periods and words. | Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the percentages of the Base Availability Fee and percentages, the time periods to be assumed for the Bedding in Factor and the Proxy Extended SMWSA Base Availability Fee for the purpose of calculating the Extended SMWSA Payment Mechanism in the event of an extension to SMWSA; (b) exposing the redacted information is expected to provide insight into the contractor's capabilities and its views on the likely price and risk associated with extension of the SMWSA services. This would expose aspects of the contractor's cost structure and profit margin;(c) revealing the contractor's appetite for risk and capabilities would place the contractor at a substantial commercial disadvantage in projects of a similar nature; and(d) the public interest has been served by revealing the existence of an Extended SMWSA Payment Mechanism. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentages and time periods involved.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 37 –Appendix 2, clause 3 | The information redacted is percentage figures, dollar amounts, numbers and word.  | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information sets out the percentage figures by which the Platform Closure Weighting is calculated and figures by which the deduction for Missed Train Services is calculated;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of an Extended SMWSA Payment Mechanism. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage figures and numbers involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 37 – Appendix 2, clause 4.3 | The information redacted is numbers and words. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information if disclosed would reveal the Daily and Monthly CDM Tolerances for the Extended SMWSA;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of Daily and Monthly CDM Tolerances for the Extended SMWSA. In light of this disclosure there is an overriding public interest against the disclosure of the precise numbers involved.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 37 – Appendix 2, clause 4.4(b)(ii)(B) | The information redacted is a percentage. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information if disclosed would reveal the percentage of the Base Availability Fee used for the purpose of calculating the dollar value of Timeliness Deductions; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 37 – Appendix 2, clause 10 | The information redacted is numbers. | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information if disclosed would reveal the statistical distribution for Daily and Monthly CDM Tolerance calculation for the Extended SMWSA;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of Daily and Monthly CDM Tolerances for the Extended SMWSA. In light of this disclosure there is an overriding public interest against the disclosure of the precise statistical distribution for calculation of the tolerances.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 37 – Appendix 3, Clauses 2.3 and 2.4 | The information redacted is the entire clause | Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of this information would reveal the contractor's cost structure or profit margins and would place the contractor at a substantial disadvantage in relation to potential competitors and other contractors.Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains the O&M Contractor's non-contestable components and profit margins for the calculation of the SMWSA extension pricing; (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing there is a pricing framework for an extension to SMWSA. In light of the disclosure of this information there is an overriding public interest against the disclosure of the O&M Contractor's profit margins. .**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 37 – Appendix 3, Clause 4.1 | The information redacted is the entire clause  | Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of this information would reveal the contractor's cost structure or profit margins and would place the contractor at a substantial disadvantage in relation to potential competitors and other contractors.Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains the basis for calculation of the O&M Contractor's project management fees with respect to the SMWSA extension pricing; (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing there is a pricing framework for an extension to SMWSA. In light of the disclosure of this information there is an overriding public interest against the disclosure of the O&M Contractor's project management fees calculation.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 37 –Appendix 3, Clauses 5.2(a)(ii)(A), 5.2(a)(ii)(C) and 5.2(a)(ii)(D) | The information redacted is the entire clauses/ sub-clauses | Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted material relates to unique arrangements adopted by the contractor with respect to its extension equity arrangements and which underpin the contractor's financing arrangements;(b) significant investment was made in the development and refinement of this arrangement and releasing that information is therefore reasonably expected to diminish the competitive commercial value of the arrangement to the contractor and thereby prejudice its business, commercial and financial interests; and(c) while there is a public interest in revealing the arrangements implemented in relation to equity for an extension, this consideration is outweighed by the concerns above.**Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 37 – Appendix 4 – Clause 2 | The information redacted is the entire clause | Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of this information would reveal the contractor's cost structure or profit margins and would place the contractor at a substantial disadvantage in relation to potential competitors and other contractors.Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information contains technical assumptions on which the contractor can rely when it calculates its pricing for an extension to SMWSA;(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing there are technical assumptions on which the contractor can rely for its pricing for an extension to SMWSA. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise technical assumptions.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Schedule 37 – Appendix 4, Annexures A - F  | The information redacted is the entire Annexures. | 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)(d), item 1(f) of the table in section 14The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information sets out the supply of trains, signalling control and communication systems, including the costs and rates which are applicable to an extension to SMWSA; and (b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information 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 38, Clause 1 – definition of Station Scope Deferral Election Date.  | This information redacted is the entire definition.  | Section 32(1)(c) and item 2(e) of the table in section 14, in relation to public safety or security32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 2(e), 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information if disclosed would reveal project specific arrangements with regards to scope deferral election dates for a specified station;(b) revealing the information would provide insight into the contractor's program and the level of risk that the contractor was willing to price and accept. If this information were revealed, it could place the contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the competitive commercial value of the information to the contractor and prejudice its legitimate business, commercial or financial interests; and (c) the public interest has been served by revealing the existence of Scope Deferral flexibility. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise election dates.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Exhibit 1, Attachment D (Proposal Design) | The information redacted is the entire Attachment | Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and reveals the contractor's intellectual property. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information reveals the contractor's proposed design vision and approach to the SMWSA Project Works; and (b) revealing the redacted information would disclose the contractor's technical and commercial arrangements and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and(c) the public interest has been served by revealing the existence of a design proposal. In light of the disclosure of this information there is an overriding public interest against the disclosure of the contractor's precise design proposal. **Review: This information will be reviewed for disclosure as events and circumstances change.** |
|  | Exhibit 2 | The information redacted is the entire Exhibit | Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific arrangements with respect to the delivery program; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Exhibit 3 | The information redacted is the entire exhibit | Section 32(1)(c) and item 2(e) of the table in section 14, in relation to public safety or security32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. Section 32(1)(d), items 2(e), 4(c) and 4(d) of the table in section 14The 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information if disclosed would reveal project specific arrangements (including dates) with regard to site access;(b) revealing the information would provide insight into the contractor's program and the level of risk that the contractor was willing to price and accept. If this information were revealed, it could place the contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the competitive commercial value of the information to the contractor and prejudice its legitimate business, commercial or financial interests; (c) revealing the information could also have potential public safety and security implications as the specific dates and locations would be publicly available with the risk that such information could be exploited exposing the project to the risk of attack; and(d) the public interest has been served by revealing the existence of the Site Access Schedule.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Exhibit 5 | The information redacted is the entire Exhibit | Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information refers to the project specific electronic file information documents with respect to the SSTOM Project Deed; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Exhibit 10 | The information redacted is the entire Exhibit | Section 32(1)(d), item 1(f) The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.Section 32(1)(a), paragraph (e) of the definition of "commercial- in-confidence provisions" at section 1 of Schedule 4The disclosure of this information would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14The disclosure of this information could reveal commercial-in-confidence provisions 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:(a) the redacted information is a deed entered into by OpCo which sets out mechanisms to address interface risk on the Sydney Metro – Western Sydney Airport project;(b) exposing the redacted information would reveal the apportionment of risk between parties, and the risk that OpCo was willing to price and accept; and(c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Exhibit 11 | The information redacted is the entire Exhibit | Section 32(1)(a) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information would place the parties at a substantial commercial disadvantage in relation to other contractors.The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the extent of Sydney Metro's responsibility and obligations for certain third party agreements; and(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors, and would place Sydney Metro at a substantial commercial disadvantage in its negotiations with other contractors and third parties involving the same third party agreements. 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** |
|  | Exhibit 12 | The information redacted is the entire Exhibit | Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information contains the various categories of insurance that Sydney Metro is required to effect and maintain for the SSTOM Project; (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and (c) the insurance that Sydney Metro is required to effect and maintain may be taken as an indication of the risks levels involved when contracting with the contractor. This may have signalling effects to the market, provide insight into the contractor's financial arrangements and may also prejudice the business, commercial and financial interests of the contractor; and(d) revealing this information will therefore diminish the competitive commercial value of that information to the contractor and is expected to prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Exhibit 13 | The information redacted is the entire Exhibit | Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the masked information contains the various categories of insurance that the contractor is required to effect and maintain for the Delivery Phase of the SSTOM Project; (b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice either party in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and (c) the insurance that the contractor is required to effect and maintain may be taken as an indication of the risks levels involved when contracting with the contractor or Sydney Metro. This may have signalling effects to the market, provide insight into the contractor's financial arrangements and may also prejudice the business, commercial and financial interests of the contractor; and(d) revealing this information will therefore diminish the competitive commercial value of that information to the contractor and is expected to prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Exhibit 14  | The information redacted is the entire Exhibit | Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14 The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out project specific arrangements with respect to the Project financial close adjustment protocol; and(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.**Review: This information would be reviewed for disclosure as events and circumstances change.** |
|  | Exhibit 15A | The information redacted is the entire Exhibit | Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors. The disclosure of this information could reveal commercial-in-confidence provisions 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. | Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:(a) the redacted information sets out the contractor's scope with respect to fire and life safety systems, various design services, and any Subcontract during the SSTOM Project; (b) the redacted information reveals Sydney Metro's views on what contract value is considered significant to it and would place Sydney Metro at a substantial commercial disadvantage in projects of a similar nature. The contractor would also be expected to be disadvantaged in negotiations with any third party it may wish to engage. This is expected to reduce the value of that information to the parties and prejudice its business, commercial and financial interests; and (c) the public interest has been served by revealing the requirement for fire and life safety considerations in the Project Deed operative provisions. In light of the extent of this disclosure there is an overriding public interest against the disclosure of the precise scope items. **Review: This information will be reviewed for disclosure as events and circumstances change.** |