

# Government Information (Public Access) Act 2009

## Explanatory Table – Powerhouse Parramatta Project

Under the *Government Information (Public Access) Act 2009* (NSW) (**GIPA Act**), there is a general public interest in favour of the disclosure of government information. However, where there are overriding public interest considerations against disclosure, or there are commercial-in-confidence provisions, such information will not be disclosed.

In determining whether certain information in the transaction documents for the Powerhouse Parramatta Project should be disclosed, Infrastructure New South Wales identified the reason(s) under the GIPA Act for each redaction and weighed each redaction against the following key public interest considerations for disclosure:

- (a) promoting open discussion of public affairs, enhancing government accountability or contributing to positive and informed debate on issues of public importance;
- (b) informing the public about operations of agencies and, in particular, their policies and practices for dealing with members of the public; and
- (c) ensuring effective oversight of the expenditure of public funds.

In determining which information should be disclosed for this project, INSW has endeavoured to ensure there is consistency and parity with the disclosure of certain kinds of information alongside previous projects disclosed by INSW under the GIPA Act. Capitalised terms in this table have the meaning given to them in the Powerhouse Parramatta Project Contract unless the context indicates otherwise.

## Explanatory Table – Design and Construction Agreement

This table provides an explanation of the information that Infrastructure New South Wales (**INSW**) determined should not be disclosed in connection with the Design and Construction Contract (**D&C Contract**) entered into by Lendlease Building Pty Ltd for the Parramatta Powerhouse Project (**Project**).

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
1	General	The disclosure of this information would disclose an individual's personal information.	<p>The redacted information is references to names, personal information or personal contact details contained in any the D&amp;C Contract, including in the notice provisions of any document and signatures of individuals.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because, if disclosed, would reveal the personal information of the Principal and Contractor's key personnel for the Project.</p>
2	Clause 17 of the Conditions of Contract (text)	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f), 2(d) and (e), 4(a), 4(b), 4(c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest and would disclose the Contractor's work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would 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.</p>	<p>The redacted information is the entire clause.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>the information illustrates the risk allocation between the parties, which may prejudice the parties in future negotiations on similar projects as the counterparty will be aware of the level of risk the relevant party is willing to accept. This reduces the competitive commercial value of the information to the parties and prejudices their legitimate business and commercial interests, and may do so in future negotiations with others for similar projects; and</li> <li>would reveal the Contractor's work planning methodology which would prejudice the Contractor's</li> </ul>

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			<p>legitimate business and commercial interests and place it at a commercial disadvantage in relation to other contractors.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
3	Clause 22 of the Conditions of Contract (text)	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest and would disclose the Contractor’s work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would 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.</p>	<p>The redacted information is the entire Covid-19 Measures clause.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the information:</p> <ul style="list-style-type: none"> <li>• illustrates the risk allocation between the parties, which may prejudice the parties in future negotiations on similar projects as the counterparty will be aware of the level of risk the relevant party is willing to accept. This reduces the competitive commercial value of the information to the parties and prejudices their legitimate business and commercial interests;</li> <li>• would reveal the Contractor’s work planning methodology which would prejudice the Contractor’s legitimate business and commercial interests and</li> <li>• would, if disclosed, place the Contractor at a commercial disadvantage in negotiations with subcontractors as subcontractors would be aware of the items which Contractor is unable to concede in order to comply with its head contract. The effect of this would be to diminish the commercial value of the</li> </ul>

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			<p>information to the Contractor and prejudices its business and commercial interests.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
4	<p>Clause 33(4)(5) of the Conditions of Contract (amount)</p>	<p>Section 32(1)(a) and definition (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor’s cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person’s legitimate business and commercial interests.</p>	<p>The redacted information is a dollar amount.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• the redacted figure provides a price threshold whereby either party must disclose to the other party any items of personal property the subject of a security interest granted in favour of the other party that are used in carrying out the Works;</li> <li>• revealing this information may prejudice either parties’ commercial interests in negotiating contracts of a similar nature to the Contract in the future.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
5	<p>Clause 42(7) of the Conditions of Contract (text and amount)</p>	<p>Section 32(1)(a) and definition (a), (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information discloses the Contractor’s cost structure or profit margins and would place the Contractor at a</p>	<p>The information disclosed is a dollar amount, as well as information regarding the payment of excesses or deductibles for insurance.</p> <p>INSW weighed the competing public interest considerations and determined that there was an</p>

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		<p>substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p>The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice the contractor's legitimate business and commercial interests.</p>	<p>overriding public interest against disclosure of this information because the information:</p> <ul style="list-style-type: none"> <li>illustrates the risk allocation between the parties, which may prejudice the parties in future negotiations on similar projects as the counterparty will be aware of the level of risk the relevant party is willing to accept. This reduces the competitive commercial value of the information to the parties and prejudices their legitimate business and commercial interests; and</li> <li>knowledge by other contractors of the Contractor's obligation to pay for the costs of excesses or deductibles may have an adverse impact on the Contractor's ability to negotiate with other contractors and diminish the competitive commercial value of that information to the Contractor.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
6	Clause 44.4(2) of the Conditions of Contract (amount)	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The information not disclosed in this clause is a dollar amount.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>the redacted figure provides a price ceiling for work which the Contractor is entitled to subcontract;</li> </ul>

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		<p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p>	<ul style="list-style-type: none"> <li>• revealing this information may prejudice the contractor's negotiations with subcontractors if those subcontractors know of the price in which the Contractor is able to pay, placing the Contractor at a commercial disadvantage in the negotiations; and</li> <li>• revealing this information could provide the details of the Contractor's cost structure in relation to the Works.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
7	<p>Clause 54 of the Conditions of Contract (text)</p>	<p>Section 32(1)(a) and definition (b), (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 1(f), 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of the information would reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The redacted information is certain provisions regarding Site Conditions.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the provision:</p> <ul style="list-style-type: none"> <li>• illustrates the risk allocation between the parties, which may prejudice the parties in future negotiations on similar projects as the counterparty will be aware of the level of risk the relevant party is willing to accept. This reduces the competitive commercial value of the information to the parties and prejudices their legitimate business and commercial interests;</li> <li>• would reveal the Contractor's work methodology which would prejudice the Contractor's legitimate business and commercial interests; and</li> </ul>

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			<ul style="list-style-type: none"> <li>would, if disclosed, place the Contractor and INSW at a commercial disadvantage in negotiations on similar contracts. The effect of this would be to diminish the commercial value of the information to the Contractor and prejudices its business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
8	Clause 73.1 of the Conditions of Contract (text)	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest and would disclose the Contractor’s work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would 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.</p>	<p>The redacted information is the delay costs events.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule:</p> <ul style="list-style-type: none"> <li>illustrates the risk allocation between the parties, which may prejudice the parties in future negotiations on similar projects as the counterparty will be aware of the level of risk the relevant party is willing to accept. This reduces the competitive commercial value of the information to the parties and prejudices their legitimate business and commercial interests;</li> <li>would reveal the Contractor’s work planning methodology which would prejudice the Contractor’s legitimate business and commercial interests; and</li> <li>would, if disclosed, place the Contractor at a commercial disadvantage in negotiations with subcontractors as subcontractors would be aware of the items which Contractor is unable to concede in order to comply with its head contract. The effect of this would be to diminish the commercial value of the</li> </ul>

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			<p>information to the Contractor and prejudices its business and commercial interests.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
9	Clause 77.1 (text)	<p>Section 32(1)(a) and definition (a), (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information discloses the Contractor’s cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor’s profit margins.</p> <p>The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice the contractor’s legitimate business and commercial interests.</p>	<p>The redacted information is Actual Construction Costs and GMP.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the clause:</p> <ul style="list-style-type: none"> <li>• it is commercial-in-confidence information;</li> <li>• illustrates the risk allocation between the parties, which may prejudice the parties in future negotiations on similar projects as the counterparty will be aware of the level of risk the relevant party is willing to accept. This reduces the competitive commercial value of the information to the parties and prejudices their legitimate business and commercial interests;</li> <li>• would, if disclosed, place the Contractor at a commercial disadvantage in negotiations with subcontractors as subcontractors would be aware of the items which Contractor is unable to concede in order to comply with its head contract. The effect of this would be to diminish the commercial value of the information to the Contractor and prejudices its business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced</p>



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			by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.
10	Clauses 77.2 and 77.3 (text)	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information discloses the Contractor’s cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor’s profit margins.</p> <p>The disclosure of the information would reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person’s legitimate business and commercial interests.</p>	<p>The redacted information is the entire sub-clause in relation to Excluded Costs.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the information:</p> <ul style="list-style-type: none"> <li>• illustrates the risk allocation between the parties, which may prejudice the parties in future negotiations on similar projects as the counterparty will be aware of the level of risk the relevant party is willing to accept. This reduces the competitive commercial value of the information to the parties and prejudices their legitimate business and commercial interests; and</li> <li>• would, if disclosed, place the Contractor at a commercial disadvantage in negotiations with subcontractors as subcontractors would be aware of the items which Contractor is unable to concede in order to comply with its head contract. The effect of this would be to diminish the commercial value of the information to the Contractor and prejudices its business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>

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11	Clause 79 of the Conditions of Contract (text and amount)	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor’s cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would 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.</p>	<p>The redacted information is text as well as a percentage figure.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• the redacted figure provides a percentage figure in relation to the Share of Savings;</li> <li>• revealing the redacted figure as well as the text could together provide the details of the Contractor’s pricing model and cost structure in relation to the Works; and</li> <li>• the information may prejudice the Contractor in future negotiations on similar projects. This reduces the competitive commercial value of the information to the Contractor and prejudices the Contractor’s legitimate business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
12	Clause 82 (amount)	<p>Section 32(1)(a) and definition (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor’s cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The information not disclosed in this clause is a dollar amount.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• the redacted figure provides dollar figure in relation to the value of the unincorporated Materials;</li> </ul>

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		<p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p>	<ul style="list-style-type: none"> <li>revealing this information may prejudice the contractor's negotiations with subcontractors if those subcontractors know of the price in which the Contractor is able to pay, placing the Contractor at a commercial disadvantage in the negotiations; and</li> <li>revealing this information could provide the details of the Contractor's cost structure in relation to the Works.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
13	<p>Clause 90.2 - of the Conditions of Contract (timeframe)</p>	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The redacted information are timeframes.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>the date would reveal the Contractor's timeframes for potential liability exposure; and</li> <li>the date together with other programming information would reveal the Contractor's work planning methodology which would prejudice the Contractor's legitimate business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>

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14	Clauses 92 of the Conditions of Contract (text)	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest and would place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would 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.</p>	<p>The redacted information is the entire limitation of liability clause.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the information:</p> <ul style="list-style-type: none"> <li>• illustrates the risk allocation between the parties, which may prejudice the parties in future negotiations on similar projects as the counterparty will be aware of the level of risk the relevant party is willing to accept. This reduces the competitive commercial value of the information to the parties and prejudices their legitimate business and commercial interests; and</li> <li>• would, if disclosed, place the Contractor at a commercial disadvantage in negotiations with subcontractors as subcontractors would be aware of the items which Contractor is unable to concede in order to comply with its head contract. The effect of this would be to diminish the commercial value of the information to the Contractor and prejudices its business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
15	Clauses 93 of the Conditions of Contract (text)	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(c).</p>	<p>The redacted information is the entire consequential loss clause.</p> <p>INSW weighed the competing public interest considerations and determined that there was an</p>

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		<p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest and would place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would 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.</p>	<p>overriding public interest against disclosure of this information because the information:</p> <ul style="list-style-type: none"> <li>illustrates the risk allocation between the parties, which may prejudice the parties in future negotiations on similar projects as the counterparty will be aware of the level of risk the relevant party is willing to accept. This reduces the competitive commercial value of the information to the parties and prejudices their legitimate business and commercial interests; and</li> <li>would, if disclosed, place the Contractor at a commercial disadvantage in negotiations with subcontractors as subcontractors would be aware of the items which Contractor is unable to concede in order to comply with its head contract. The effect of this would be to diminish the commercial value of the information to the Contractor and prejudices its business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
16	<p>Clause 107 of the Conditions of Contract - Definitions – Change in International COVID Requirements</p>	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest and would disclose the Contractor's work methodology and planning</p>	<p>The redacted information is the entire definition.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the information:</p> <ul style="list-style-type: none"> <li>illustrates the risk allocation between the parties, which may prejudice the parties in future negotiations on similar projects as the counterparty will be aware</li> </ul>

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		<p>arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would 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.</p>	<p>of the level of risk the relevant party is willing to accept. This reduces the competitive commercial value of the information to the parties and prejudices their legitimate business and commercial interests;</p> <ul style="list-style-type: none"> <li>would reveal the Contractor's work planning methodology which would prejudice the Contractor's legitimate business and commercial interests; and</li> <li>would, if disclosed, place the Contractor at a commercial disadvantage in negotiations with subcontractors as subcontractors would be aware of the items which Contractor is unable to concede in order to comply with its head contract. The effect of this would be to diminish the commercial value of the information to the Contractor and prejudices its business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
17	Clause 107 of the Conditions of Contract - Definitions – Excusable delay events (text)	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest and would disclose the Contractor's work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The redacted information is the entire definition.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the information:</p> <ul style="list-style-type: none"> <li>illustrates the risk allocation between the parties, which may prejudice the parties in future negotiations on similar projects as the counterparty will be aware of the level of risk the relevant party is willing to accept. This reduces the competitive commercial</li> </ul>

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
		<p>The disclosure of the information would 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.</p>	<p>value of the information to the parties and prejudices their legitimate business and commercial interests;</p> <ul style="list-style-type: none"> <li>• would reveal the Contractor's work planning methodology which would prejudice the Contractor's legitimate business and commercial interests; and</li> <li>• would, if disclosed, place the Contractor at a commercial disadvantage in negotiations with subcontractors as subcontractors would be aware of the items which Contractor is unable to concede in order to comply with its head contract. The effect of this would be to diminish the commercial value of the information to the Contractor and prejudices its business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
18	<p>Clause 107 of the Conditions of Contract - Definitions – Management Fee Percentage (percentage)</p>	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would 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.</p>	<p>The redacted information is a percentage figure.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• the redacted figure provides a percentage figure in relation to the Management Fee;</li> <li>• revealing this information could provide the details of the Contractor's pricing model and cost structure in relation to the Works, in particular the Contractor's margin for performing work in connection with the Contract; and</li> </ul>

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
			<ul style="list-style-type: none"> <li>the information may prejudice the Contractor in future negotiations on similar projects. This reduces the competitive commercial value of the information to the Contractor and prejudices the Contractor's legitimate business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
19	<p>Clause 107 of the Conditions of Contract - Definitions – Unanticipated Contamination (text)</p>	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e), 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest and would disclose the Contractor's work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would 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.</p>	<p>The redacted information is the entire definition.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the information:</p> <ul style="list-style-type: none"> <li>illustrates the risk allocation between the parties, which may prejudice the parties in future negotiations on similar projects as the counterparty will be aware of the level of risk the relevant party is willing to accept. This reduces the competitive commercial value of the information to the parties and prejudices their legitimate business and commercial interests;</li> <li>would reveal the Contractor's work planning methodology which would prejudice the Contractor's legitimate business and commercial interests; and</li> <li>this information would, if disclosed, place the Contractor at a commercial disadvantage in negotiations with subcontractors as subcontractors would be aware of the items which Contractor is unable to concede in order to comply with its head contract. The effect of this would be to diminish the</li> </ul>



Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
			<p>commercial value of the information to the Contractor and prejudices its business and commercial interests.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
20	Item 12 – Contract Information - Key Personnel	<p>Section 32(1)(a) and definition (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person’s legitimate business and commercial interests.</p>	<p>The redacted information is the Contractor’s Key Personnel and their position.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• the information reveals the identity of Key Personnel and their position; and</li> <li>• would reveal the Contractor’s work planning methodology which would prejudice the Contractor’s legitimate business and commercial interests. The effect of this would be to diminish the commercial value of the information to the Contractor and prejudices its business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
21	Item 13 - Contract Information – Approved Subcontractors (entities)	<p>Section 32(1)(a) and definition (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p>	<p>The redacted information is Approved Subcontractors for and their scope of work.</p>

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
		<p>The disclosure of this information (or the combination of this information with other information that is not included) would place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p>	<p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• the information reveals the identity of subcontracts who are preapproved and the permitted scope;</li> <li>• this information would, if disclosed, place the Contractor at a commercial disadvantage in negotiations with subcontractors as subcontractors would have greater leverage knowing they were preapproved. The effect of this would be to diminish the commercial value of the information to the Contractor and prejudices its business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
22	Item 15 – Contract Information – Conditions of Contract (date)	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The redacted information is the Contract Completion Date.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• the date would reveal the Contractor's timeframes for potential liability exposure; and</li> <li>• the date together with other programming information would reveal the Contractor's work planning methodology which would prejudice the</li> </ul>

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
			<p>Contractor's legitimate business and commercial interests.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
23	<p>Items 23 and 24 - Contract Information – Conditions of Contract (percentage figure)</p>	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would 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.</p>	<p>The redacted information is a percentage figure for the limitation of liability and limit on liquidated damages payable by the Contractor.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• the redacted information is the limit of the Contractor's liability to INSW in connection with loss or liability, and the limit for liquidated damages for late delivery of the Works by the Contractor. Disclosing this information would reveal the risk position accepted by the Contractor; and</li> <li>• the information may prejudice the Contractor in future negotiations on similar projects, as the principal will be aware of the level of risk the Contractor is willing to accept. This reduces the competitive commercial value of the information to the Contractor and prejudices the Contractor's legitimate business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by</p>

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
			the public interests against the disclosure identified above.
24	Items 25, 26, 27, 28, 29, 30, 31, 32 - Contract Information – Conditions of Contract (amounts)	<p>Section 32(1)(a) and definition (a), (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information discloses the Contractor’s cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor’s profit margins.</p> <p>The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice the contractor’s legitimate business and commercial interests.</p>	<p>The redacted information contains dollar amounts which relate to various categories of insurance the Principal or Contractor is required to effect.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• 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 contract and therefore reveal the Contractor’s cost structure and profit margins;</li> <li>• the quantity of the insurance the Contractor effects may be taken as an indication of the risk allocation of the Contractor. This may provide insight into the Contractor’s financial arrangements and prejudice the business, commercial and financial interests of the Contractor; and</li> <li>• knowledge by other contractors of the Contractor’s obligation to provide insurance may have an adverse impact on the Contractor’s ability to negotiate with other contractors and diminish the competitive commercial value of that information to the Contractor.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by</p>

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
25	Item 36 - Contract Information – Conditions of Contract (amount)	<p>Section 32(1)(a) and definition (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person’s legitimate business and commercial interests.</p>	<p>the public interests against the disclosure identified above.</p> <p>The redacted information is a dollar amount reflecting the threshold value for which subcontracts must incorporate the provisions of Schedule 9.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• the information reveals the value of subcontracts requiring the inclusion of the requirements in Schedule 9, providing the terms which subcontracts must contain; and</li> <li>• this information would, if disclosed, place the Contractor at a commercial disadvantage in negotiations with subcontractors as subcontractors would be aware of the items which Contractor is unable to concede in order to comply with its head contract. The effect of this would be to diminish the commercial value of the information to the Contractor and prejudices its business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
26	Item 39 - Contract Information – Conditions of Contract (amount)	<p>Section 32(1)(a) and definition (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p>	<p>The redacted information is a dollar amount which reflects the value of work, if subcontracted, which requires the Contractor to procure a Subcontractor’s warranty.</p>

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
		<p>The disclosure of this information (or the combination of this information with other information that is not included) would place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p>	<p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because this information would, if disclosed, place the Contractor at a commercial disadvantage in negotiations with subcontractors as subcontractors would be aware of the items which Contractor is unable to concede in order to comply with its head contract. The effect of this would be to diminish the commercial value of the information to the Contractor and prejudices its business and commercial interests.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
27	Items 41 and 42 - Contract Information – Conditions of Contract (dollar amounts and percentage figures)	<p>Section 32(1)(a) and definition (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's financing arrangements and cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would also reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p>	<p>The redacted information is dollar amounts and percentage figures reflecting the Security required to be provided by Contractor.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• the figures are the percentage of the Contract Price equalling the amount of Security the Contractor is required to provide to INSW for the Works and, if disclosed, this information would reveal the Contractor's financing arrangements; and</li> <li>• this information illustrates the risk allocation the Contractor accepted for the Works, which may prejudice the Contractor in future negotiations with</li> </ul>

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
			<p>project owners on similar projects as the principal will be aware of the level of risk the Contractor is willing to accept. This reduces the competitive commercial value of the information to the Contractor and prejudices the contractor's legitimate business and commercial interests.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
28	Items 47, 48, 49, 50 - Contract Information – Conditions of Contract (amount)	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors.</p> <p>The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice the contractor's legitimate business and commercial interests.</p>	<p>The redacted information in these sections are dollar amounts.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• the amount is the amount payable to the Contractor. Disclosure of this information would reveal the Contractor's pricing structure, cost structure and profit margin and prejudice the Contractor's legitimate business and commercial interests;</li> <li>• revealing this information will diminish the competitive commercial value of that information to the Contractor as it would prejudice the Contractor's ability to negotiate with subcontractors, suppliers, unions and other relevant industry participants if those parties are aware of the Contract Price; and</li> </ul>

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
			<ul style="list-style-type: none"> <li>exposing the redacted information would place INSW at a commercial disadvantage when negotiating payment to contractors for future projects of a similar nature.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
29	Item 53 - Contract Information – Conditions of Contract (percentage figure)	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor’s financing arrangements and cost structure of profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would also reveal commercial-in-confidence provisions of a government contract and prejudice a person’s legitimate business and commercial interests.</p>	<p>The redacted information is a percentage figure reflecting the amount payable by the Contractor and to the Contractor for late payments under the Contract.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>the redacted information illustrates the amount payable to the Contractor where INSW makes late payments under the Contract, thereby revealing the Contractor’s cost structure or profit margins;</li> <li>the information provides visibility to other contractors as to the risk allocation accepted by the Contractor and INSW, which could affect the Contractor in future negotiations on similar projects, diminishing the commercial value of the information and prejudicing the Contractor’s commercial and financial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by</p>



Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
30	Items 54 and 55 - Contract Information – Conditions of Contract (amounts)	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor’s cost structure of profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would also reveal commercial-in-confidence provisions of a government contract and prejudice a person’s legitimate business and commercial interests.</p>	<p>the public interests against the disclosure identified above.</p> <p>The redacted information in this section are dollar amounts regarding delay costs and liquidated damages.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• these amounts are the amount payable to the Contractor. Disclosure of this information would reveal the Contractor’s cost structure and profit margin and prejudice the Contractor’s legitimate business and commercial interests;</li> <li>• revealing this information will diminish the competitive commercial value of that information to the Contractor as it would prejudice the Contractor’s ability to negotiate with subcontractors, suppliers, unions and other relevant industry participants if those parties are aware of the Contract Price; and</li> <li>• exposing the redacted information would place INSW at a commercial disadvantage when negotiating payment to contractors for future projects of a similar nature.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
31	Item 56 - Contract Information – Conditions of	Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).	The redacted information are timeframes.

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
	Contract (timeframe)	<p>Items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>the date would reveal the Contractor's timeframes for potential liability exposure; and</li> <li>the date together with other programming information would reveal the Contractor's work planning methodology which would prejudice the Contractor's legitimate business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
32	Item 57 and item 58 - Contract Information – Conditions of Contract (text)	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e), and items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest and would disclose the Contractor's work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would 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.</p>	<p>The redacted information is Key Equipment and Key Off-Site Areas under the Covid-19 Measures.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the information:</p> <ul style="list-style-type: none"> <li>illustrates the risk allocation between the parties, which may prejudice the parties in future negotiations on similar projects as the counterparty will be aware of the level of risk the relevant party is willing to accept. This reduces the competitive commercial value of the information to the parties and prejudices their legitimate business and commercial interests;</li> </ul>

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
			<ul style="list-style-type: none"> <li>• would reveal the Contractor's work planning methodology which would prejudice the Contractor's legitimate business and commercial interests; and</li> <li>• would, if disclosed, place the Contractor at a commercial disadvantage in negotiations with subcontractors as subcontractors would be aware of the items which Contractor is unable to concede in order to comply with its head contract. The effect of this would be to diminish the commercial value of the information to the Contractor and prejudices its business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
33	Schedule 4 – Parent Company Guarantee	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors.</p> <p>The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice the Contractor's legitimate business and commercial interests.</p>	<p>The redacted information is the entire schedule.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• the disclosure of the schedule would provide visibility on the apportionment of risk taken by the parties and prejudice the business, commercial and financial interest of the parties; and</li> <li>• knowledge of the terms by which the Contractor has procured that its parent guarantees the Contractor's obligations under the Contract may have an adverse impact on the Contractor's ability to negotiate with other entities, thereby diminishing</li> </ul>

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
			<p>the commercial value of this information to the Contractor.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
34	Schedule 8 – Approvals Matrix	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice the Contractor’s legitimate business and commercial interests.</p>	<p>The redacted information is items attributed to the Principal in the Conditions of Approval Matrix.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• the information together would reveal INSW and the Contractor’s risk appetite, which would prejudice the Contractor’s legitimate business and commercial interests;</li> <li>• revealing this information will diminish the competitive commercial value of that information to the Contractor as it would prejudice the Contractor’s ability to negotiate with subcontractors, suppliers, unions and other relevant industry participants if those parties are aware of Approvals required to be obtained by various parties; and</li> <li>• exposing the redacted information would place INSW at a commercial disadvantage when negotiating payment to contractors for future projects of a similar nature.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by</p>

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
			the public interests against the disclosure identified above.
35	<p>Schedule 10 – Pre-Agreed Variation</p> <p>(amount and direction dates)</p>	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information discloses the Contractor’s cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors.</p> <p>The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice the Contractor’s legitimate business and commercial interests.</p>	<p>The redacted information is dollar amounts, and scope of Pre-Agreed Variations and the direction dates.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• the amounts are the amount payable to the Contractor. Disclosure of this information would reveal the Contractor’s cost structure and profit margin and prejudice the Contractor’s legitimate business and commercial interests;</li> <li>• the time periods together with other programming information would reveal the Contractor’s work planning methodology which would prejudice the Contractor’s legitimate business and commercial interests;</li> <li>• revealing this information will diminish the competitive commercial value of that information to the Contractor as it would prejudice the Contractor’s ability to negotiate with subcontractors, suppliers, unions and other relevant industry participants if those parties are aware of the Contract Price; and</li> <li>• exposing the redacted information would place INSW at a commercial disadvantage when negotiating payment to contractors for future projects of a similar nature.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by</p>

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
36	Schedule 13 – Project Brief	<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency’s functions and could endanger the security of, or prejudice any system or procedure for protecting any place, property or vehicle.</p>	<p>the public interests against the disclosure identified above.</p> <p>The redacted information is the Project Brief in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule includes information which may, if disclosed, expose safety vulnerabilities to the Project, thereby endangering the security of the system developed for protecting the Project.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
37	Schedule 14 – Preliminary Design	<p>Section 32(1)(a) and definition (d) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to affect public safety or security, and which would reveal the intellectual property in which the Contractor has an interest.</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency’s functions and could endanger the security of, or prejudice any system or procedure for protecting any place, property or vehicle.</p>	<p>The redacted information is the Preliminary Design.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• the schedule contains extensive preliminary designs for the Works and drawings and, if disclosed, would reveal intellectual property which the Contractor has an interest; and</li> <li>• the schedule includes information which may, if disclosed, expose security vulnerabilities to the new Powerhouse Parramatta. The disclosure of such information is expected to endanger the security of, and prejudice the system developed for protecting, the new Powerhouse Parramatta.</li> </ul>

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
			<p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
38	Schedule 15 - Contract Program	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor’s work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The redacted information is a work program in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• the dates would reveal the Contractor's liability to costs exposures; and</li> <li>• the date together with other programming information would reveal the Contractor's work planning methodology which would prejudice the Contractor's legitimate business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
39	Schedule 17 – Site Access Schedule  (dates)	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor’s work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The redacted information are dates.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• the dates together with other programming information would reveal the Contractor's work planning methodology which would prejudice the</li> </ul>

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
			<p>Contractor's legitimate business and commercial interests.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
40	Schedule 19 – Workplace Relations Management Plan	<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p>	<p>The redacted information is the Workplace Relations Management Plan in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule contains material which, if disclosed, would reveal intellectual property which the Contractor has an interest.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
41	Schedule 22 - Work Health and Safety (WHS) Plan	<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p>	<p>The redacted information is the Work Health and Safety Plan in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule contains material which, if disclosed, would reveal intellectual property which the Contractor has an interest.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by</p>



Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
			the public interests against the disclosure identified above.
42	Schedule 23 - Stakeholder Management & Community Engagement Plan	<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p>	<p>The redacted information is the Stakeholder Management &amp; Community Engagement Plan in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule contains material which, if disclosed, would reveal intellectual property which the Contractor has an interest.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
43	Schedule 24 – Construction Management Plan	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest and would disclose the Contractor’s work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The redacted information is the Construction Management Plan in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule:</p> <ul style="list-style-type: none"> <li>• contains material which, if disclosed, would reveal intellectual property which the Contractor has an interest; and</li> <li>• would reveal the Contractor's work planning methodology which would prejudice the Contractor's legitimate business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by</p>

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
44	Schedule 25 – Design Management Plan	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest and would disclose the Contractor’s work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>the public interests against the disclosure identified above.</p> <p>The redacted information is the Design Management Plan in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule:</p> <ul style="list-style-type: none"> <li>• contains material which, if disclosed, would reveal intellectual property which the Contractor has an interest; and</li> <li>• would reveal the Contractor’s work planning methodology which would prejudice the Contractor’s legitimate business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
45	Schedule 26 – Risk Management Plan	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest and would disclose the Contractor’s work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The redacted information is the entire Risk Management Plan.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the information:</p> <ul style="list-style-type: none"> <li>• illustrates the risk allocation between the parties, which may prejudice the parties in future negotiations on similar projects as the counterparty will be aware of the level of risk the relevant party is willing to accept. This reduces the competitive commercial</li> </ul>

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
		<p>The disclosure of the information would 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.</p>	<p>value of the information to the parties and prejudices their legitimate business and commercial interests;</p> <ul style="list-style-type: none"> <li>• would reveal the Contractor's work planning methodology which would prejudice the Contractor's legitimate business and commercial interests; and</li> <li>• would, if disclosed, place the Contractor at a commercial disadvantage in negotiations with subcontractors as subcontractors would be aware of the items which Contractor is unable to concede in order to comply with its head contract. The effect of this would be to diminish the commercial value of the information to the Contractor and prejudices its business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
46	Schedule 28 – Covid-19 Management Plan	<p>Section 32(1)(c). Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p>	<p>The redacted information is the COVID-19 Management Plan in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule contains material which, if disclosed, would reveal intellectual property which the Contractor has an interest.</p> <p>The disclosure would also reveal the Contractor's work planning methodology which would prejudice the Contractor's legitimate business and commercial interests.</p>

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
			<p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
47	Schedule 29 – Completion Plan	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor’s work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The redacted information is the Completion Plan in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• the plan would reveal the Contractor's timeframes for potential liability exposure; and</li> <li>• the plan together with other programming information would reveal the Contractor's work planning methodology which would prejudice the Contractor’s legitimate business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
48	Schedule 30 – Remediation Action Plan	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest</p>	<p>The redacted information is the entire Remediation Action Plan.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the information:</p>

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		<p>and would disclose the Contractor's work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would 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.</p>	<ul style="list-style-type: none"> <li>• illustrates the risk allocation between the parties, which may prejudice the parties in future negotiations on similar projects as the counterparty will be aware of the level of risk the relevant party is willing to accept. This reduces the competitive commercial value of the information to the parties and prejudices their legitimate business and commercial interests;</li> <li>• would reveal the Contractor's work planning methodology which would prejudice the Contractor's legitimate business and commercial interests and</li> <li>• would, if disclosed, place the Contractor at a commercial disadvantage in negotiations with subcontractors as subcontractors would be aware of the items which Contractor is unable to concede in order to comply with its head contract. The effect of this would be to diminish the commercial value of the information to the Contractor and prejudices its business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
49	Schedule 33 – Consultant Novation Deed	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The redacted information is the Consultant Novation deed in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because this information would, if disclosed, place the Contractor at a commercial disadvantage in negotiations with subcontractors as subcontractors would</p>

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
		<p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p>	<p>be aware of the items which Contractor is unable to concede in order to comply with its head contract. The effect of this would be to diminish the commercial value of the information to the Contractor and prejudices its business and commercial interests.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
50	Schedule 35 Contractor Warranty Deed	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p>	<p>The redacted information is the Contractor Warranty Deed in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because this information would, if disclosed, place the Contractor at a commercial disadvantage in negotiations with subcontractors as subcontractors would be aware of the items which Contractor is unable to concede in order to comply with its head contract. The effect of this would be to diminish the commercial value of the information to the Contractor and prejudices its business and commercial interests.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
51	Schedule 38 – Information Documents	<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p>	<p>The redacted information is the Information Documents.</p> <p>INSW weighed the competing public interest considerations and determined that there was an</p>

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		<p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p>	<p>overriding public interest against disclosure of this information because the schedule contains material which, if disclosed, would reveal intellectual property which the Contractor has an interest.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
52	Schedule 39 – Preliminaries	<p>Section 32(1)(a) and definition (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor’s cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person’s legitimate business and commercial interests.</p>	<p>The redacted information is the Preliminary</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• revealing this information may prejudice either parties’ commercial interests in negotiating contracts of a similar nature to the Contract in the future;</li> <li>• the disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor’s cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors; and</li> <li>• would reveal the Contractor’s work planning methodology which would prejudice the Contractor’s legitimate business and commercial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
53	Schedule 40 – Third Party Agreements	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of the information would reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person’s legitimate business and commercial interests.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person’s legitimate business and commercial interests.</p>	<p>The redacted information is the entire Third Party Agreement.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• the Third Party Agreements Schedule contains the commercial terms by which INSW has entered into with other third parties which may contain third party information; and</li> <li>• the information provides visibility to other contractors as to the risk allocation accepted by the Contractor and INSW in relation to third parties, which could affect the Contractor in future negotiations on similar projects, diminishing the commercial value of the information and prejudicing the Contractor’s commercial and financial interests.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
54	Schedule 42 – Schedule of Rates (amounts and text)	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information discloses the Contractor’s cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors.</p>	<p>The redacted information is the Schedule of Rates in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>• these amounts are the amount payable to the Contractor and the text is the basis upon which the</li> </ul>



Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
		<p>The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice the Contractor's legitimate business and commercial interests.</p>	<p>amount is payable to the Contractor. Disclosure of this information would reveal the Contractor's cost structure and profit margin and prejudice the Contractor's legitimate business and commercial interests;</p> <ul style="list-style-type: none"> <li>• revealing this information will diminish the competitive commercial value of that information to the Contractor as it would prejudice the Contractor's ability to negotiate with subcontractors, suppliers, unions and other relevant industry participants if those parties are aware of the Contract Price; and</li> <li>• exposing the redacted information would place INSW at a commercial disadvantage when negotiating payment to contractors for future projects of a similar nature.</li> </ul> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>