

Explanatory Table

Government Information (Public Access) Act 2009 (NSW)

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.

Infrastructure NSW (**INSW**) has entered into an agreement with CleanPeak Energy Pty Ltd (**CPE**) for the procurement of Green Products to assist it in complying with the carbon neutral certification and carbon accounting requirements of the Barangaroo Precinct in Sydney, Australia (the **Agreement**).

INSW has redacted the provisions referred to below due to an overriding public interest against disclosure, in that disclosure of that information would prejudice the legitimate business and commercial interests of CPE and / or reveal the commercial-in-confidence provisions of a government contract. Due to the “commercial-in-confidence” nature of the redacted provisions, INSW does not intend to include these provisions in the register at a later date.

Unless otherwise defined, capitalised terms have the same meaning here as they have in the Agreement.

Item	Agreement clause (and general description)	Reasons under Government Information (Public Access) Act 2009 (NSW)	Explanation of reasons under Government Information (Public Access) Act 2009 (NSW)
1.	Table of contents		
Redactions made to the table of contents are made for the reasons provided for the associated clause as set out in the table below.			
2.	Clause 1.1 Definitions		
	A. Definition of “Assignment Date”	<p>Section 32(1)(a) and definition (a) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4). Items 4(b), 4(c) and 4(d) of the table in section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose CPE’s financing arrangements and place CPE 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 CPE’s legitimate business and commercial interests.</p>	<p>The redacted information refers to CPE’s financing arrangements.</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"> • releasing the redacted information would reveal commercial-in-confidence insight into CPE’s financing arrangements which are commercially sensitive for CPE; and • releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with CPE and would place CPE at a substantial commercial disadvantage in future projects of a similar nature. Therefore, this would prejudice CPE’s legitimate business, commercial and financial interests. <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.
B. Definition of “Change of Ownership”	<p>Section 32(1)(a) and definition (a), (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4). Items 4(b), 4(c) and 4(d) of the table in section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose CPE’s financing arrangements, cost structure / profit margins and place CPE 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 CPE’s legitimate business and commercial interests.</p>	<p>The redacted information refers to CPE’s financing arrangements.</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"> releasing the redacted information would reveal commercial-in-confidence insight into CPE’s financing arrangements which is commercially confidential information for CPE; and releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with CPE and would place CPE at a substantial commercial disadvantage in future projects of a similar nature. Therefore, this would prejudice CPE’s legitimate business, commercial and financial interests. <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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	<p>C. Definition immediately below “CP Termination Amount”</p>	<p>Section 32(1)(a) and definition (a) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4). Items 4(b), 4(c) and 4(d) of the table in section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose CPE’s financing arrangements and place CPE 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 CPE’s legitimate business and commercial interests.</p>	<p>The redacted information refers to CPE’s financing arrangements.</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"> releasing the redacted information would reveal commercial-in-confidence insight into CPE’s financing arrangements which are commercially sensitive for CPE; and releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with CPE and would place CPE at a substantial commercial disadvantage in future projects of a similar nature. Therefore, this would prejudice CPE’s legitimate business, commercial and financial interests. <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>
	<p>D. Definition immediately</p>	<p>Section 32(1)(a) and definition (a) and (e) of “commercial-in-confidence provisions”</p>	<p>The redacted information refers to CPE’s financing arrangements.</p>

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	<p>below “Credit Support Amount”</p>	<p>(clause 1, Schedule 4). Items 4(b), 4(c) and 4(d) of the table in section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose CPE’s financing arrangements and place CPE 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 CPE’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"> • releasing the redacted information would reveal commercial-in-confidence insight into CPE’s financing arrangements which are commercially sensitive for CPE; and • releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with CPE and would place CPE at a substantial commercial disadvantage in future projects of a similar nature. Therefore, this would prejudice CPE’s legitimate business, commercial and financial interests. <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>
	<p>E. Definition below “Deed of Assignment</p>	<p>Section 32(1)(a) and definition (a) and (e) of “commercial-in-confidence provisions”</p>	<p>The redacted information refers to CPE’s financing arrangements.</p>

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	<p>and Assumption”</p>	<p>(clause 1, Schedule 4). Items 4(b), 4(c) and 4(d) of the table in section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose CPE’s financing arrangements and place CPE 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 CPE’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"> releasing the redacted information would reveal commercial-in-confidence insight into CPE’s financing arrangements which are commercially sensitive for CPE; and releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with CPE and would place CPE at a substantial commercial disadvantage in future projects of a similar nature. Therefore, this would prejudice CPE’s legitimate business, commercial and financial interests. <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>
	<p>F. Definition of “F2-F4 Final COD Sunset Date”</p>	<p>Section 32(1)(a) and definition (a) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4). Items 4(c) and 4(d) of the table in section 14.</p>	<p>The redacted information are dates / timeframes.</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 (or the combination of this information with other information that is not included) would disclose both INSW and CPE's work methodology and planning arrangements and place both parties at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> releasing the redacted information would reveal CPE's timeframes for potential liability exposure; releasing the redacted information would reveal CPE's work planning methodology which would prejudice CPE's legitimate business and commercial interests; and releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially sensitive for both CPE and INSW. <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>
G.	<p>Definition of "Nominal Facility Volume"</p>	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4). Items 4(b), 4(c) and 4(e) of the table in section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would</p>	<p>The redacted information relates to the Quarterly weighting variable for the purposes of calculating the Nominal Facility Volume.</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 redacted information:</p>

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		disclose CPE's work methodology and planning arrangements and place CPE at a commercial disadvantage in relation to other contractors or potential contractors.	<ul style="list-style-type: none"> • illustrates the Quarterly weighting to be applied to the Base Guaranteed Volume to determine the Nominal Facility Volume. This reveals CPE's work planning methodology which would prejudice CPE's legitimate business and commercial interests; and • would, if disclosed, place CPE at a commercial disadvantage in negotiations with subcontractors as subcontractors would be aware of the items which CPE is unable to concede in respect of Excluded Facilities in order to comply with the Agreement. The effect of this would be to prejudice its business and commercial interests. <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.</p>
	<p>H. Definition of "Sunset Date"</p>	<p>Section 32(1)(a) and definition (a) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4). Items 4(b), 4(c) and 4(d) of the table in section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would</p>	<p>The redacted information are dates / 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"> • releasing the redacted information would reveal CPE's timeframes for potential liability exposure; and

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		disclose CPE's work methodology and planning arrangements and place CPE at a commercial disadvantage in relation to other contractors or potential contractors.	<ul style="list-style-type: none"> releasing the redacted information would reveal CPE's work planning methodology which would prejudice CPE's legitimate business and commercial interests; and releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially sensitive for both CPE and INSW. <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 3.8(d) Additional Facility	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4). Items 4(b), (c) and (d) of the table in 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 contains commercially sensitive information for CPE.</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"> releasing the redacted information would reveal CPE's work methodology which would prejudice CPE's legitimate business and commercial interests; the redacted information, if disclosed, place CPE and INSW at a commercial disadvantage in negotiations

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			<p>on similar contracts. The effect of this would be to prejudice its business and commercial interests; and</p> <ul style="list-style-type: none"> releasing the redacted information would reveal commercial-in-confidence insight into the commercial operations of a CPE facility which are commercially sensitive for CPE. This would place CPE at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice CPE's legitimate business, commercial and financial interests. <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.	Clause 6.4 Green Products from Eligible NEM Facilities	<p>Section 32(1)(a) and definitions (a), (b) and (e) of "commercial-in-confidence provisions". Items 4(b), 4(c) and 4(d) of the table in section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose CPE's financing arrangements and cost structure / profit margins and place CPE</p>	<p>The redacted information is a percentage figure reflecting the cap for Non-NSW Green Products that CPE can transfer to INSW from Eligible NEM Facilities for a relevant Year.</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 redacted information:</p>

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		<p>at a commercial disadvantage in relation to other contractors or potential contractors. 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>	<ul style="list-style-type: none"> • is a percentage figure reflecting the cap for Non-NSW Green Products that CPE can transfer to INSW from Eligible NEM Facilities for a relevant Year. This reveals CPE's work planning methodology which would prejudice CPE's legitimate business and commercial interests; and • would, if disclosed, place CPE at a commercial disadvantage in negotiations with subcontractors as subcontractors would be aware of the items which CPE is unable to concede in order to comply with the Agreement. The effect of this would be to prejudice its business and commercial interests. <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 15.2 Change of Ownership</p>	<p>Section 32(1)(a) and definition (a) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4). Items 4(b), 4(c) and 4(d) of the table in section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose CPE's financing arrangements and</p>	<p>The redacted information refers to CPE's financing arrangements.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because releasing the redacted information:</p>

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		<p>place CPE 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 CPE's legitimate business and commercial interests.</p>	<ul style="list-style-type: none"> • would reveal commercial-in-confidence insight into CPE's financing arrangements which are commercially sensitive for CPE; and • could enable relevant third-parties to use that information to their advantage in negotiations with CPE and would place CPE at a substantial commercial disadvantage in future projects of a similar nature. Therefore, this would prejudice CPE's legitimate business, commercial and financial interests. <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 15.4 Transfer of CPE	<p>Section 32(1)(a) and definition (a) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4). Items 4(b), 4(c) and 4(d) of the table in section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose CPE's financing arrangements and place CPE at a commercial disadvantage in</p>	<p>The redacted information refers to CPE's financing arrangements.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because releasing the redacted information:</p> <ul style="list-style-type: none"> • would reveal commercial-in-confidence insight into CPE's financing arrangements which are commercially sensitive for CPE; and

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		<p>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 CPE's legitimate business and commercial interests.</p>	<ul style="list-style-type: none"> could enable relevant third-parties to use that information to their advantage in negotiations with CPE and would place CPE at a substantial commercial disadvantage in future projects of a similar nature. Therefore, this would prejudice CPE's legitimate business, commercial and financial interests. <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.	Clause 15.5 [redacted heading]	<p>Section 32(1)(a) and definition (a) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4). Items 4(b), (c) and (d) of the table in section 14.</p> <p>The disclosure of this information discloses CPE's financing arrangements and would place CPE at a substantial commercial disadvantage in relation to potential contractors. The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice</p>	<p>The redacted information refers to CPE's financing arrangements.</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"> the disclosure of provision would prejudice the business, commercial and financial interest of the parties; and knowledge of the terms by which the INSW and CPE structure their financing arrangements to secure both party's obligations under the Agreement may have an

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		<p>CPE's legitimate business and commercial interests.</p>	<p>adverse impact on both party's ability to negotiate with other entities, thereby diminishing the commercial value of this information to the parties.</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>
8.	<p>Clause 15.6 Ownership of Facilities</p>	<p>Section 32(1)(a) and definition (a) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4). Items 4(b), 4(c) and 4(d) of the table in section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose CPE's financing arrangements and place CPE 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</p>	<p>The redacted information refers to CPE's financing arrangements.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because releasing the redacted information:</p> <ul style="list-style-type: none"> • would reveal commercial-in-confidence insight into CPE's financing arrangements which are commercially sensitive for CPE; and • could enable relevant third-parties to use that information to their advantage in negotiations with CPE and would place CPE at a substantial commercial disadvantage in future projects of a similar nature. Therefore, this would prejudice CPE's legitimate business, commercial and financial interests.

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		CPE's legitimate business and commercial interests.	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.
9.	Clause 15.7 [redacted heading]	<p>Section 32(1)(a) and definition (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4). Items 4(b), 4(c) and 4(d) of the table in section 14.</p> <p>The disclosure of this information discloses CPE's cost structure or profit margins and would place CPE at a substantial commercial disadvantage in relation to potential contractors. The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice CPE's legitimate business and commercial interests.</p>	<p>The redacted information refers to CPE's financing arrangements.</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"> • releasing the redacted information could prejudice the business, commercial and financial interest of the parties; and • knowledge of the terms by which CPE structures its financing arrangements to secure both party's obligations under the Agreement may have an adverse impact on CPE's ability to negotiate with other entities and could thereby prejudice the business, commercial and financial interest of the parties. <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.	Clause 24.3 Particulars for delivery of notices	Section 32(1)(d). Item 3(a) of the table in section 14. The disclosure of this information would disclose an individual's personal information.	The redacted information contains references to names, personal information or personal contact details of key personnel for both INSW and CPE, including in the notice provisions, contained in the Agreement. 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 both INSW and CPE's key personnel for the project. 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.
11.	Schedule 1 A. Item 1 Initial Facilities	Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4). Items 4(b), (c) and (d) of the table in section 14.	The redacted information contains commercially sensitive information for CPE. INSW weighed the competing public interest considerations and determined that there was an

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		<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>overriding public interest against disclosure of this information because releasing the redacted information:</p> <ul style="list-style-type: none"> • would reveal CPE's work methodology which would prejudice CPE's legitimate business and commercial interests; • would, if disclosed, place CPE and INSW at a commercial disadvantage in negotiations on similar contracts. The effect of this would be to prejudice its business and commercial interests; and • would reveal commercial-in-confidence insight into the commercial operations of a CPE facility which are commercially sensitive for CPE. This would place CPE at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice CPE's legitimate business, commercial and financial interests. <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>
<p>B. Item 2 CP Sunset Date</p>	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4). Items 4(c) and 4(d) of the table in section 14.</p>	<p>The redacted information are dates / timeframes.</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 (or the combination of this information with other information that is not included) would disclose CPE's work methodology and planning arrangements and place CPE at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>overriding public interest against disclosure of this information because releasing the redacted information:</p> <ul style="list-style-type: none"> would reveal CPE's timeframes for potential liability exposure; would reveal CPE's work planning methodology which would prejudice CPE's legitimate business and commercial interests; and would reveal commercial-in-confidence insight into project delivery arrangements which are commercially sensitive for both CPE and INSW. <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>	
<p>C. Item 3 Supply Start Date</p>	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4). Items 4(c) and 4(d) of the table in section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose CPE's work methodology and planning arrangements and place CPE at a</p>	<p>The redacted information are dates / 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 releasing the redacted information:</p> <ul style="list-style-type: none"> would reveal CPE's timeframes for potential liability exposure; 	

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		commercial disadvantage in relation to other contractors or potential contractors.	<ul style="list-style-type: none"> would reveal CPE's work planning methodology which would prejudice CPE's legitimate business and commercial interests; and would reveal commercial-in-confidence insight into project delivery arrangements which are commercially sensitive for both CPE and INSW. <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>
	D. Item 6 Green Product Unit Price	<p>Section 32(1)(a) and definition (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4). Items 4(b), (c) and (d) of the table in section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose CPE's cost structure / profit margins and place CPE at a commercial disadvantage in relation to other contractors or potential contractors.</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"> the redacted figure provides a price for "Green Product Units", which is the amount is the amount payable to CPE. Disclosure of this information would reveal CPE's pricing structure, cost structure / profit margin and prejudice CPE's legitimate business and commercial interests; and revealing this information may prejudice either parties' commercial interests in negotiating contracts of a

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		<p>The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice CPE's legitimate business and commercial interests.</p>	<p>similar nature to the Agreement in the future if those parties are aware of the Green Product Unit Price.</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>
<p>E. Item 7 Credit Support Amount</p>	<p>Section 32(1)(a) and definition (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4). Items 4(b), (c) and (d) of the table in section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose CPE's financing arrangements and cost structure / profit margins and place CPE at a commercial disadvantage in relation to other contractors or 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 CPE'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"> the redacted figure provides a price for the Credit Support Amount which reflects the financial security required to be provided by CPE. This 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; if disclosed, this information would reveal the CPE's financing arrangements; and 	

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			<ul style="list-style-type: none"> revealing this information may prejudice either parties' commercial interests in negotiating contracts of a similar nature to the Agreement in the future. <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>
<p>F. Item 8 CP Termination Amount</p>	<p>Section 32(1)(a) and definition (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4). Items 4(b), (c) and (d) of the table in section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose CPE's financing arrangements and cost structure / profit margins and place CPE at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government</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"> the redacted figure provides a price for the CP Termination Amount which 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 would, if disclosed, place CPE at a commercial disadvantage in negotiations with subcontractors as 	

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		contract and prejudice CPE's legitimate business and commercial interests.	<p>subcontractors would be aware of the items which CPE is unable to concede in order to comply with the Agreement. The effect of this would be to diminish the commercial value of the information to CPE 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>
12.	Schedule 4		
	A. Item A Green Product Volumes	<p>Section 32(1)(a) and definition (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4). Items 4(b), (c) and (d) of the table in section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose CPE's financing arrangements and cost structure / profit margins and place CPE at a commercial disadvantage in relation to other contractors or potential contractors. The disclosure of the information would also</p>	<p>The redaction information relates to the number of Green Products required for a relevant Year.</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"> the redacted information illustrates the minimum percentage of Based Guaranteed Volume CPE is required for a relevant Year under the Agreement thereby revealing CPE's work planning methodology which would prejudice CPE's legitimate business and commercial interests;

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		<p>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"> the redacted information would, if disclosed, place CPE at a commercial disadvantage in negotiations with subcontractors as subcontractors would be aware of the items which CPE is unable to concede in order to comply with the Agreement. The effect of this would be to prejudice its business and commercial interests. <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>
<p>B. Item B Quarterly Volumes</p>	<p>Section 32(1)(a) and definition (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4). Items 4(b), (c) and (d) of the table in section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose CPE's financing arrangements and cost structure / profit margins and place CPE at a commercial disadvantage in relation to other contractors or potential contractors. The disclosure of the information would also</p>	<p>The redacted information is a percentage figure reflecting the percentage of Base Guaranteed Volume required for specific Quarters of the Year.</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"> the redacted information reveals CPE's work planning methodology which would prejudice CPE's legitimate business and commercial interests; and it would, if disclosed, place CPE at a commercial disadvantage in negotiations with subcontractors as 	

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		<p>reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p>	<p>subcontractors would be aware of the items which CPE is unable to concede in order to comply with the Agreement. The effect of this would be to prejudice 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>
13.	Schedule 7		
	A. Modern Slavery Policy	<p>Section 32(1)(d). Item 3(a) of the table in section 14.</p> <p>The disclosure of this information would disclose an individual's personal information.</p>	<p>The redacted information contains references to names, personal information or personal contact details contained in a schedule to the 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, if disclosed, would reveal the personal information of CPE's key personnel.</p>
	B. Grievance Handling Policy	<p>Section 32(1)(d). Item 3(a) of the table in section 14.</p>	<p>The redacted information contains references to names, personal information or personal contact details contained in a schedule to the Agreement.</p>

Item	Agreement clause (and general description)	Reasons under Government Information (Public Access) Act 2009 (NSW)	Explanation of reasons under Government Information (Public Access) Act 2009 (NSW)
		The disclosure of this information would disclose an individual's personal information.	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 CPE's key personnel.
14.	Schedule 8 Required Assurances, items A-C	<p>Section 32(1)(a) and definition (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4). Items 4(b), (c) and (d) of the table in section 14.</p> <p>The disclosure of this information discloses CPE's cost structure or profit margins and would place CPE at a substantial commercial disadvantage in relation to potential contractors and provide visibility on CPE's profit margins. The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice CPE's legitimate business and commercial interests.</p>	<p>The redacted information contains dollar amounts which relate to various categories of insurance CPE is required to procure and maintain.</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"> • the quantum of insurance would provide insight into the premiums required to be paid by CPE. These premiums represent a cost in performing CPE's obligations under the Agreement and therefore reveal CPE's cost structure and profit margins; • the quantity of the insurance CPE effects may be taken as an indication of the risk allocation of CPE. This may provide insight into CPE's financing arrangements and prejudice the business, commercial and financial interests of CPE; and • knowledge by other contractors of CPE's obligation to provide insurance may have an adverse impact on

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			<p>CPE's ability to negotiate with other contractors and diminish the competitive commercial value of that information to CPE.</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>
15.	Execution page	<p>Section 32(1)(d). Item 3(a) of the table in section 14.</p> <p>The disclosure of this information would disclose an individual's personal information.</p>	<p>The redacted information contains references to names, personal information or personal contact details of key personnel for both INSW and CPE contained in the Agreement, including the signatures of individuals contained on the execution page of the 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, if disclosed, would reveal the personal information including the position of INSW and CPE key personnel.</p>
16.	Annexure A Deed of Assignment and Assumption	<p>Section 32(1)(a) and definition (a) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p>	<p>The redacted information refers to CPE's financing arrangements.</p>

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		<p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose CPE's financing arrangements and place CPE 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 CPE'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 releasing the redacted information:</p> <ul style="list-style-type: none"> • would reveal commercial-in-confidence insight into CPE's financing arrangements which are commercially sensitive for CPE; and • could enable relevant third-parties to use that information to their advantage in negotiations with CPE and would place CPE at a substantial commercial disadvantage in future projects of a similar nature. Therefore, this would prejudice CPE's legitimate business, commercial and financial interests. <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.	Annexure B Deed of Assignment and Assumption	<p>Section 32(1)(a) and definition (a) 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</p>	<p>The redacted information refers to CPE's financing arrangements.</p> <p>INSW weighed the competing public interest considerations and determined that there was an</p>

Item	Agreement clause (and general description)	Reasons under Government Information (Public Access) Act 2009 (NSW)	Explanation of reasons under Government Information (Public Access) Act 2009 (NSW)
		<p>information that is not included) would disclose CPE's financing arrangements and place CPE 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 CPE's legitimate business and commercial interests.</p>	<p>overriding public interest against disclosure of this information because releasing the redacted information:</p> <ul style="list-style-type: none"> • would reveal commercial-in-confidence insight into CPE's financing arrangements which are commercially sensitive for CPE; and • could enable relevant third-parties to use that information to their advantage in negotiations with CPE and would place CPE at a substantial commercial disadvantage in future projects of a similar nature. Therefore, this would prejudice CPE's legitimate business, commercial and financial interests. <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>