Rozelle Interchange D&C
Government Information (Public Access) Act 2009 – Explanatory Table

RMS has redacted certain provisions of the ‘Rozelle Interchange and Western Harbour Tunnel Enabling Works Design and Construction Deed’ between Roads and Maritime Services (RMS), CPB Contractors Pty Limited and John Holland Pty Ltd (together, the Contractor) dated 14 December 2018 (D&C Deed).

The redactions have been made due to an overriding public interest against disclosure, in that disclosure of the information would prejudice the legitimate business and commercial interests of RMS or the Contractor, and/or reveal the commercial-in-confidence provisions of a government contract.

In preparing this Explanatory Table, RMS has identified the reason(s) under the Government Information (Public Access) Act 2009 (GIPA Act) for each redaction and weighed each redaction against the major relevant public interest considerations for disclosure.

RMS will continue to review this information to ensure that where the prejudicial effect of disclosure will be removed due to a passage of time or change of circumstances, further disclosures will be made.

The timeframe for disclosure of the D&C Deed under the GIPA Act depends on when the D&C Deed becomes effective. The D&C Deed was subject to several conditions precedent and did not become effective until those conditions precedent were satisfied. This occurred on 31 December 2018.

Capitalised terms in this table have the meaning given to them in the D&C Deed unless specified otherwise.
### D&C Deed

<table>
<thead>
<tr>
<th>Item</th>
<th>Reference</th>
<th>Information redacted</th>
<th>Reason(s) for redaction under the GIPA Act</th>
<th>Public interest considerations</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Clause 1.1, definition of ‘Collateral Warranty General Cap’</td>
<td>The information not disclosed is all percentage amounts used to determine the Collateral Warranty General Cap. Disclosure of the information would reveal the maximum amount for which the Contractor may be liable.</td>
<td>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below. &lt;br&gt;<strong>Section 32(1)(a)</strong> &lt;br&gt;The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract. &lt;br&gt;The information is a ‘commercial-in-confidence’ provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of ‘commercial in confidence’). &lt;br&gt;<strong>Section 32(1)(d)</strong> &lt;br&gt;The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record. &lt;br&gt;<strong>Section 14, Table items 4(b)-(d)</strong> &lt;br&gt;The disclosure of this information could reasonably be expected to have the following effects: &lt;br&gt;- reveal commercial-in-confidence provisions of the contract; &lt;br&gt;- diminish the competitive commercial value of the</td>
<td>RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: &lt;br&gt;- the disclosure would give insight into a key commercial detail relating to the Contractor's risk position and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and &lt;br&gt;- the public interest has been served by disclosing the existence and operation of the collateral warranty general cap mechanism and, in light of this, there is an overriding public interest against the disclosure of the precise percentage involved.</td>
</tr>
</tbody>
</table>
information; and

- prejudice the legitimate business interests of the parties.

2 Clause 1.1, definition of 'D&C Margin'

The information not disclosed is all percentages of the D&C Margins.

Disclosure of the information would reveal the D&C Margin in the prescribed circumstances.

The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.

**Section 32(1)(a)**

The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.

The information is a 'commercial-in-confidence provision', because it discloses the Contractor's cost structure or profit margins (Schedule 4, paragraph (b) of the definition of 'commercial in confidence').

**Section 32(1)(d)**

The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.

**Section 14, Table items 4(b)-(d)**

The disclosure of this information could reasonably be expected to have the following effects:

- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

- the disclosure would reveal the Contractor's cost structures and profit margins, diminish the competitive commercial value of the information and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and
- the public interest has been served by disclosing the way the margin is determined and applied and, in light of this, there is an overriding public interest against the disclosure of the precise percentages involved.
Clause 1.1, definition of 'General Cap'

The information not disclosed is the percentage of the D&C Deed Sum that is the General Cap.

Disclosure of the information would reveal the maximum amount for which the Contractor may be liable.

The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.

**Section 32(1)(a)**
The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.

The information is a ‘commercial-in-confidence’ provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of ‘commercial in confidence’).

**Section 32(1)(d)**
The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.

**Section 14, Table items 4(b)-(d)**
The disclosure of this information could reasonably be expected to have the following effects:

- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

- the disclosure would provide insight into a key commercial detail relating to the Contractor’s risk position and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and
- the public interest has been served by disclosing the existence and operation of the general cap mechanism and, in light of this, there is an overriding public interest against the disclosure of the precise percentage involved.

Clause 1.1, definition of 'Liquidated'

The information not disclosed is the percentage of the D&C Deed Sum that is the Liquidated.

The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.

RMS weighed the competing public interest considerations and determined that there was an overriding public interest...
**Deed Sum that is the Liquidated Damages Cap.**

Disclosure of the information would reveal the maximum amount for which the Contractor may be liable in relation to liquidated damages.

**Section 32(1)(a)**

The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract. The information is a ‘commercial-in-confidence’ provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of ‘commercial in confidence’).

**Section 32(1)(d)**

The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.

**Section 14, Table items 4(b)-(d)**

The disclosure of this information could reasonably be expected to have the following effects:

- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

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**Clause 1.1, definition of 'Liquidated Damages (Opening)**

The information not disclosed is the dollar amounts of the liquidated damages per day to be paid by the Contractor for failure to

**The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.**

**Section 32(1)(a)**

The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

- the disclosure would provide insight into a key commercial detail relating to the Contractor’s risk position and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and
- the public interest has been served by disclosing the existence and operation of the liquidated damages cap mechanism and, in light of this, there is an overriding public interest against the disclosure of the precise percentage involved.
The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').

Section 32(1)(d)
The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.

Section 14, Table items 4(b)-(d)
The disclosure of this information could reasonably be expected to have the following effects:

- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

- the disclosure would provide insight into a key commercial detail relating to the Contractor's risk position and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and
- the information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and

The information not disclosed is the dollar amount of a Subcontract that would attract Significant Subcontract status.

The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.

Section 32(1)(a)
The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.

The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and
the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of ‘commercial in confidence’).

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Section 14, Table items 4(b)-(d)
The disclosure of this information could reasonably be expected to have the following effects:

- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

Clause 1.1, definition of ‘Sunset Date’
The information not disclosed is the period of time in months used to calculated the Sunset Date. Disclosure of the information would reveal the Sunset Date.

The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.

Section 32(1)(a)
The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.

The information is a ‘commercial-in-confidence’ provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of ‘commercial in confidence’).

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

- the disclosure would place the Contractor at a substantial commercial disadvantage; and
- the public interest has been served by disclosing that there is a sunset date and, in light of this, there is an overriding public interest against the
(e) of the definition of 'commercial in confidence').

**Section 32(1)(d)**
The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.

**Section 14, Table items 4(b)-(d)**
The disclosure of this information could reasonably be expected to have the following effects:

- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

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<table>
<thead>
<tr>
<th>8</th>
<th>Clause 9.2(d), (g) and (k)</th>
<th>The information not disclosed is the dollar amount thresholds for subcontracts which must be notified to RMS or for which certain provisions must be included.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</td>
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<td>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</td>
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<td>RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</td>
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<td>- the disclosure would indicate the threshold amount for contracts to which the additional requirements apply and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and</td>
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<td>- the public interest has been served by disclosing how the additional</td>
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The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.

**Section 14, Table items 4(b)-(d)**

The disclosure of this information could reasonably be expected to have the following effects:

- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

*Clause 9.19(ca)*
The information not disclosed is the dollar amount of the maximum financial impact to which the Project Director may have authority to bind the Contractor under the D&C Deed in respect of the Contractor’s Activities.

The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.

**Section 32(1)(a)**
The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.

The information is a ‘commercial-in-confidence’ provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of ‘commercial in confidence’).

**Section 32(1)(d)**
The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of subcontract requirements operate and, in light of this, there is an overriding public interest against the disclosure of the precise dollar amounts involved.

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

- the disclosure would place the Contractor at a substantial commercial disadvantage and would prejudice effective exercise by an agency of the agency’s functions; and
- the public interest has been served by disclosing the regime for the Project Director’s delegated authority and, in light of this, there is an overriding public interest against the disclosure of the precise dollar amount involved.
such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.

Section 14, Table items 1(f) and 4(b)-(d)
The disclosure of this information could reasonably be expected to have the following effects:
- prejudice effective exercise by an agency of the agency’s functions;
- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

Clause 10.1 and 10.6
The information not disclosed is all percentages and dollar values for the Security Bonds. Disclosure of the information would reveal the amounts of the Security Bonds.

The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.

Section 32(1)(a)
The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.

The information is a ‘commercial-in-confidence provision’, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of ‘commercial in confidence’).

Section 32(1)(d)
The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in an overriding public interest against disclosure because:
- the disclosure would give insights into the parties’ security arrangements; and
- the public interest has been served by disclosing the regime for the Security Bonds and, in light of this, there is an overriding public interest against the disclosure of the precise percentages and dollar amounts involved.

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:
- the disclosure would give insights into the parties’ security arrangements; and
- the public interest has been served by disclosing the regime for the Security Bonds and, in light of this, there is an overriding public interest against the disclosure of the precise percentages and dollar amounts involved.
there being an overriding public interest against disclosure of the record.

**Section 14, Table items 4(b)-(d)**

The disclosure of this information could reasonably be expected to have the following effects:

- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

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**11 Clause 11A.2(h)**

The information not disclosed is the dollar amount of initial Change Costs which the Contractor is responsible for in relation to Stage 3 Integration Site Defects and WestConnex System Defects.

Disclosure of the information would reveal financial information in relation to the Contractor’s liability for Change Costs.

The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.

**Section 32(1)(a)**

The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.

The information is a ‘commercial-in-confidence’ provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of ‘commercial in confidence’).

**Section 32(1)(d)**

The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

- the disclosure would reveal financial information regarding the parties’ apportionment of financial risk in respect of these types of Change Costs, diminish the commercial value of this information and prejudice the effective exercise of an agency’s functions; and
- the public interest has been served by disclosing the risk allocation regime for Change Costs concerning Stage 3 Integration Site Defects and WestConnex System Defects and, in light of this, there is an overriding public interest against the disclosure of the precise dollar amounts.
### Section 14, Table items 1(f) and 4(b)-(d)

The disclosure of this information could reasonably be expected to have the following effects:

- prejudice effective exercise by an agency of the agency’s functions;
- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

### Clause 11A.4(b)

The information not disclosed is the date before which the Principal’s Representative may notify the Contractor that the proposed Western Harbour Tunnel project is not proceeding.

The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.

#### Section 32(1)(a)

The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.

The information is a ‘commercial-in-confidence’ provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of ‘commercial in confidence’).

#### Section 32(1)(d)

The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

- the disclosure would prejudice the effective exercise of an agency’s functions and may place the parties at a substantial commercial disadvantage; and
- the public interest has been served by disclosing the Principal’s Representative’s discretion under clause 11A.4(b) to not proceed with the Western Harbour Tunnel project and, in light of this, there is an overriding public interest against the disclosure of the precise date involved.
**Section 14, Table items 1(f) and 4(b)-(d)**

The disclosure of this information could reasonably be expected to have the following effects:

- prejudice effective exercise by an agency of the agency’s functions;
- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

<table>
<thead>
<tr>
<th>Clause 11B.4(g) and (i)(v)</th>
<th>The information not disclosed is the dollar amount of initial Change Costs which the Contractor is responsible for in relation to Stage 3 Integration Site Defects and WestConnex System Defects. Disclosure of the information would reveal financial information in relation to the Contractor’s liability for Change Costs.</th>
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RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

- the disclosure would reveal financial information regarding the parties’ apportionment of financial risk in respect of these types of Change Costs, diminish the commercial value of this information and prejudice the effective exercise of an agency’s functions; and
- the public interest has been served by disclosing the risk allocation regime for Change Costs concerning Stage 3 Integration Site Defects and WestConnex System Defects and, in light of this, there is an overriding public interest against the disclosure of the precise dollar amounts.
**Section 14, Table items 1(f) and 4(b)-(d)**

The disclosure of this information could reasonably be expected to have the following effects:

- prejudice effective exercise by an agency of the agency’s functions;
- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

<table>
<thead>
<tr>
<th>14</th>
<th>Clause 14.3(b)</th>
<th>The information not disclosed is the percentage amount of the Change Savings to which the Principal may be entitled.</th>
</tr>
</thead>
<tbody>
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<td></td>
<td>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</td>
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<td>The information is a ‘commercial-in-confidence’ provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of ‘commercial in confidence’).</td>
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<td>RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</td>
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<td>- the disclosure would give insights into the sharing of savings, place the parties at a substantial commercial disadvantage in future negotiations and would diminish the competitive commercial value of the information; and</td>
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<td>- the public interest has been served by disclosing the regime for allocating savings and the mechanism for determining the Principal’s entitlement to Change Savings and, in light of this, there is an overriding public interest against the disclosure of the precise percentages involved.</td>
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### Section 14, Table items 1(f) and 4(b)-(d)

The disclosure of this information could reasonably be expected to have the following effects:

- prejudice effective exercise by an agency of the agency’s functions;
- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

<table>
<thead>
<tr>
<th>15</th>
<th>Clause 17A.2(d)-(f)</th>
<th>The information not disclosed is the entire sub-clauses. Disclosure of the information would reveal commercial-in-confidence provisions relating to the Collateral Warranty Deed.</th>
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<td>Section 32(1)(a)</td>
<td>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract. The information is a ‘commercial-in-confidence’ provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of ‘commercial in confidence’).</td>
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<td>Section 32(1)(d)</td>
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<td>- the disclosure would place the Contractor at a substantial commercial disadvantage in future negotiations and would prejudice the effective exercise of an agency’s functions; and</td>
</tr>
<tr>
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<td></td>
<td>- the public interest has been served by disclosing the Collateral Warranty Deed mechanism.</td>
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Section 14, Table items 1(f) and 4(b)-(d)

The disclosure of this information could reasonably be expected to have the following effects:

- prejudice effective exercise by an agency of the agency’s functions;
- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

<table>
<thead>
<tr>
<th>Clause 21.1A(a)</th>
<th>The information not disclosed is the maximum percentage amount of the D&amp;C Deed Sum that constitutes the Initial Payment.</th>
</tr>
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<tbody>
<tr>
<td>16</td>
<td>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</td>
</tr>
<tr>
<td></td>
<td>Section 32(1)(a)</td>
</tr>
<tr>
<td></td>
<td>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</td>
</tr>
<tr>
<td></td>
<td>The information is a ‘commercial-in-confidence provision’, because it discloses the Contractor’s cost structure or profit margins (Schedule 4, paragraph (b) of the definition of ‘commercial in confidence’).</td>
</tr>
<tr>
<td></td>
<td>Section 14, Table items 1(f) and 4(b)-(d)</td>
</tr>
<tr>
<td></td>
<td>The disclosure of this information could reasonably be expected to have the following effects:</td>
</tr>
<tr>
<td></td>
<td>- prejudice effective exercise by an agency of the agency’s functions;</td>
</tr>
<tr>
<td></td>
<td>- reveal commercial-in-confidence provisions of the contract;</td>
</tr>
<tr>
<td></td>
<td>- diminish the competitive commercial value of the</td>
</tr>
<tr>
<td></td>
<td>RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</td>
</tr>
<tr>
<td></td>
<td>- the disclosure would prejudice the effective exercise of the agency’s functions, reveal insights into the parties’ payment structures and would diminish the competitive commercial value of the information; and</td>
</tr>
<tr>
<td></td>
<td>- the public interest has been served by disclosing the Contractor’s ability to request a single advance payment on account of the D&amp;C Deed Sum if the relevant requirements have been met and, in light of this, there is an overriding public interest against the disclosure of the precise percentages involved.</td>
</tr>
</tbody>
</table>
The information not disclosed is the percentage amount that the Principal can withhold if certain conditions have not been met.

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

- the disclosure would prejudice the effective exercise of the agency's functions, reveal insights into the parties' payment structures and would diminish the competitive commercial value of the information; and
- the public interest has been served by disclosing the Principal's ability to withhold payment if the relevant requirements have not been met and, in light of this, there is an overriding public interest against the disclosure of the precise percentages involved.

<table>
<thead>
<tr>
<th>Clause 21.17(d)</th>
<th>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 32(1)(a)</td>
<td>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</td>
</tr>
<tr>
<td></td>
<td>The information is a 'commercial-in-confidence provision', because it discloses the Contractor's cost structure or profit margins (Schedule 4, paragraph (b) of the definition of 'commercial in confidence').</td>
</tr>
<tr>
<td>Section 32(1)(d)</td>
<td>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</td>
</tr>
<tr>
<td>Section 14, Table items 1(f) and 4(b)-(d)</td>
<td>The disclosure of this information could reasonably be expected to have the following effects:</td>
</tr>
<tr>
<td></td>
<td>- prejudice effective exercise by an agency of the agency's functions;</td>
</tr>
<tr>
<td></td>
<td>- reveal commercial-in-confidence provisions of the contract;</td>
</tr>
<tr>
<td></td>
<td>- diminish the competitive commercial value of the information; and</td>
</tr>
<tr>
<td></td>
<td>- prejudice the legitimate business interests of the parties.</td>
</tr>
</tbody>
</table>
### 18 Clause 31.4(c)(iii)

The information not disclosed is the percentage threshold of the General Cap that, when exceeded by the aggregate liability of the Contractor, could trigger termination by the Principal.

The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.

#### Section 32(1)(a)

The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.

The information is a ‘commercial-in-confidence’ provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of ‘commercial in confidence’).

#### Section 32(1)(d)

The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.

#### Section 14, Table items 4(b)-(d)

The disclosure of this information could reasonably be expected to have the following effects:

- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

- the disclosure would place the Contractor at a substantial commercial disadvantage and would diminish the competitive commercial value of the information; and
- the public interest has been served by disclosing how the deed may be terminated for excessive aggregate liability and, in light of this, there is an overriding public interest against the disclosure of the precise percentages involved.
Clause 31.6(b) The information not disclosed is the threshold amount of non-payment by the Principal that may give rise to termination by the Contractor.

The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.

Section 32(1)(a)
The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.

The information is a ‘commercial-in-confidence’ provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of ‘commercial in confidence’).

Section 32(1)(d)
The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.

Section 14, Table items 4(b)-(d)
The disclosure of this information could reasonably be expected to have the following effects:

- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

- the disclosure would place the Contractor at a substantial commercial disadvantage and would diminish the competitive commercial value of the information; and
- the public interest has been served by disclosing that the Contractor may terminate the deed for non-payment over a threshold and, in light of this, there is an overriding public interest against the disclosure of the precise dollar amount involved.

Clause 31.10(b)(vii) The information not disclosed is the percentage amount of

The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

- the disclosure would place the Contractor at a substantial commercial disadvantage and would diminish the competitive commercial value of the information; and
- the public interest has been served by disclosing that the Contractor may terminate the deed for non-payment over a threshold and, in light of this, there is an overriding public interest against the disclosure of the precise dollar amount involved.
the unpaid balance of the D&C Deed Sum to which the Contractor would be entitled following termination pursuant to clause 31.8 prior to the Date of Opening Completion.

**Section 32(1)(a)**
The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.

The information is a ‘commercial-in-confidence’ provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of ‘commercial in confidence’).

**Section 32(1)(d)**
The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.

**Section 14, Table items 4(b)-(d)**
The disclosure of this information could reasonably be expected to have the following effects:

- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

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**21 Clause 42.5**
The information not disclosed is all names of individuals and email addresses.

Disclosure of the

**The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.**

**Section 14, Table item 3(a), (b) and (f)**
The disclosure of this information could reasonably be

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

- the disclosure would place the Contractor at a substantial commercial disadvantage and would diminish the competitive commercial value of the information; and
- the public interest has been served by disclosing the Contractor’s entitlement to a percentage of the unpaid D&C Deed Sum and, in light of this, there is an overriding public interest against the disclosure of the precise percentages involved.
information would reveal information personal to the Principal and the Contractor.

expected to have the following effects:

- reveal an individual’s personal information;
- expose a person to a risk of harm or of serious harassment or serious intimidiation.
- the disclosure would reveal personal information of individuals; and
- the public interest has been served by disclosing the physical business addresses of the Principal and Contractor.

<table>
<thead>
<tr>
<th>Clause 43.21(b)</th>
<th>The information not disclosed is the percentage increase in the BBSY when calculating interest on daily balances.</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</td>
</tr>
<tr>
<td></td>
<td><strong>Section 32(1)(a)</strong></td>
</tr>
<tr>
<td></td>
<td>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</td>
</tr>
<tr>
<td></td>
<td>The information is a ‘commercial-in-confidence provision’, because it discloses the Contractor’s financing arrangements (Schedule 4, paragraph (a) of the definition of ‘commercial in confidence’).</td>
</tr>
<tr>
<td></td>
<td><strong>Section 32(1)(d)</strong></td>
</tr>
<tr>
<td></td>
<td>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</td>
</tr>
<tr>
<td></td>
<td><strong>Section 14, Table items 4(b)-(d)</strong></td>
</tr>
<tr>
<td></td>
<td>The disclosure of this information could reasonably be expected to have the following effects:</td>
</tr>
<tr>
<td></td>
<td>- reveal commercial-in-confidence provisions of the contract;</td>
</tr>
<tr>
<td></td>
<td>- diminish the competitive commercial value of the information; and</td>
</tr>
<tr>
<td></td>
<td>- prejudice the legitimate business interests of the RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</td>
</tr>
<tr>
<td></td>
<td>- the disclosure would place the Contractor at a substantial commercial disadvantage and reveal financing arrangements; and</td>
</tr>
<tr>
<td></td>
<td>- the public interest has been served by disclosing the mechanism for calculating interest and, in light of this, there is an overriding public interest against the disclosure of the precise percentages involved.</td>
</tr>
</tbody>
</table>
## D&C Deed Schedules

<table>
<thead>
<tr>
<th>Item</th>
<th>Reference</th>
<th>Information redacted</th>
<th>Reason(s) for redaction under the GIPA Act</th>
<th>Public interest considerations</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>Schedule 3: Dispute Resolution Procedure, Appendix B</td>
<td>The information not disclosed is all names of individuals and email addresses. Disclosure of the information would reveal information personal to the Principal and the Contractor.</td>
<td>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below. <strong>Section 14, Table item 3(a), (b) and (f)</strong> The disclosure of this information could reasonably be expected to have the following effects: - reveal an individual’s personal information; - expose a person to a risk of harm or of serious harassment or serious intimidation.</td>
<td>RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: - the disclosure would reveal personal information of individuals; and - the public interest has been served by disclosing the physical business addresses of the Principal and Contractor.</td>
</tr>
<tr>
<td>24</td>
<td>Schedule 4A: Form of D&amp;C Guarantee Part A, Clause 1.1, definition of ‘Specified Rate’</td>
<td>The information not disclosed is the percentage at which interest will be paid.</td>
<td>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below. <strong>Section 32(1)(a)</strong> The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract. The information is a ‘commercial-in-confidence’ provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage</td>
<td>RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: - the disclosure would diminish the commercial value of the information and place the Contractor at a substantial commercial disadvantage in future negotiations</td>
</tr>
</tbody>
</table>
in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').

**Section 32(1)(d)**

The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.

**Section 14, Table items 4(b)-(d)**

The disclosure of this information could reasonably be expected to have the following effects:

- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

---

<table>
<thead>
<tr>
<th>25</th>
<th>Schedule 4A: Form of D&amp;C Guarantee Part A, Clause 11.1(b)</th>
<th>The information not disclosed is all names of individuals and email addresses. Disclosure of the information would reveal information personal to the Guarantor.</th>
</tr>
</thead>
</table>
| | The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below. **Section 14, Table item 3(a), (b) and (f)** The disclosure of this information could reasonably be expected to have the following effects:
- reveal an individual's personal information;
- expose a person to a risk of harm or of serious harassment or serious intimidation. |
| | RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:
- the disclosure would reveal personal information of individuals; and
- the public interest has been served by disclosing the physical business addresses of the Guarantor. |
Schedule 4A: Form of D&C Guarantee
Part B, Clause 1.1, definition of ‘Specified Rate’

The information not disclosed is the percentage at which interest will be paid. The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.

Section 32(1)(a)
The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.

The information is a ‘commercial-in-confidence’ provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of ‘commercial in confidence’).

Section 32(1)(d)
The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.

Section 14, Table items 4(b)-(d)
The disclosure of this information could reasonably be expected to have the following effects:

- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

- the disclosure would diminish the commercial value of the information and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and
- the public interest has been served by disclosing the mechanism for interest to be paid and, in light of this, there is an overriding public interest against the disclosure of the precise percentages involved.

Schedule 4A: Form of D&C Guarantee
Part B, Clause

The information not disclosed is all names of individuals and email addresses. The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below. RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

- the disclosure would diminish the commercial value of the information and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and
- the public interest has been served by disclosing the mechanism for interest to be paid and, in light of this, there is an overriding public interest against the disclosure of the precise percentages involved.
### 11.1(b) Disclosure of the information would reveal information personal to the Guarantor.

**Section 14, Table item 3(a), (b) and (f)**

The disclosure of this information could reasonably be expected to have the following effects:
- reveal an individual’s personal information;
- expose a person to a risk of harm or of serious harassment or serious intimidation.

The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:
- the disclosure would reveal personal information of individuals; and
- the public interest has been served by disclosing the physical business addresses of the Guarantor.

### 28 Schedule 4B: Key Personnel

The information not disclosed is the entire Schedule.

**Disclosure of the information would reveal the names and positions of the Contractor's key personnel.**

**Section 14, Table item 3(a), (b) and (f)**

The disclosure of this information could reasonably be expected to have the following effects:
- reveal an individual’s personal information;
- expose a person to a risk of harm or of serious harassment or serious intimidation.

The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:
- the disclosure would reveal personal information of individuals; and
- the public interest has been served by disclosing obligations in relation to Key Personnel in clause 9.19 of the D&C Deed.

### 29 Schedule 5: Escrow Agreement

The information not disclosed is the entire Schedule.

**Disclosure of the information would reveal the contents of the Escrow Agreement required for the Tolling Equipment Works Subcontractor and the other relevant supplier, and the Escrow Agreement required for the IOMCS and OMCS.**

**Section 32(1)(a)**

The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.

The information is a ‘commercial-in-confidence’ provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of ‘commercial in confidence’).

The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:
- the disclosure would place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and
- the public interest has been served by disclosing general obligations in
Works Contractor before these have been agreed with the escrow agents.

### Section 32(1)(d)

The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.

### Section 14, Table items 4(b)-(d)

The disclosure of this information could reasonably be expected to have the following effects:

- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

- the disclosure would place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects, would diminish the competitive commercial value of the information and prejudice effective exercise by an agency of the agency’s ability to direct Pre-Agreed Changes; and
- the public interest has been served

<table>
<thead>
<tr>
<th>30 Schedule 22: Pre-Agreed Changes</th>
<th>The information not disclosed is the dollar amounts of total costs in relation to several Pre-Agreed Changes.</th>
<th>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section 32(1)(a)</strong></td>
<td>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</td>
<td>The information is a ‘commercial-in-confidence’ provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of ‘commercial in confidence’).</td>
</tr>
<tr>
<td><strong>Section 32(1)(d)</strong></td>
<td>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract</td>
<td>The disclosure would place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects, would diminish the competitive commercial value of the information and prejudice effective exercise by an agency of the agency’s ability to direct Pre-Agreed Changes; and</td>
</tr>
</tbody>
</table>
or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.

**Section 14, Table items 1(f) and 4(b)-(d)**

The disclosure of this information could reasonably be expected to have the following effects:

- prejudice effective exercise by an agency of the agency’s functions;
- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

by disclosing general information about what each Pre-Agreed Change involves (including details about the amendments and other obligations) and, in light of this, there is an overriding public interest against the disclosure of the precise dollar amounts and dates involved.

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| 31 | Schedule 29: Lane Occupancy Fees | The information not disclosed is the entire Schedule. Disclosure of the information would reveal the lane occupancy fees which the Contractor may be required to pay.

The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.

**Section 32(1)(a)**

The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.

The information is a ‘commercial-in-confidence’ provision, because it is a matter the disclosure of which would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of ‘commercial in confidence’).

**Section 32(1)(d)**

The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

- the disclosure would provide insight into key commercial details relating to the Contractor’s risk position and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and
- the public interest has been served by disclosing the existence of Lane Occupancy Fees in the D&C Deed and, in light of this, there is an overriding public interest against the
such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.

Section 14, Table items 4(b)-(d)
The disclosure of this information could reasonably be expected to have the following effects:

- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.

Section 32(1)(a)
The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.

The information is a ‘commercial-in-confidence’ provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of ‘commercial in confidence’).

Section 32(1)(d)
The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

- the disclosure would place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects, and would diminish the competitive commercial value of the information; and
- the public interest has been served by disclosing requirements in relation to obtaining and claiming under various Project insurances and, in light of this, there is an overriding public interest against the disclosure of the specific dollar amounts involved.
**Section 14, Table items 4(b)-(d)**

The disclosure of this information could reasonably be expected to have the following effects:

- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

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| 33 | Schedule 31A: D&C Payment Schedule | The information not disclosed is all dollar amounts in the D&C Payment Schedule. Disclosure of the information would reveal sensitive pricing information for the Project, such as forecast monthly payments, forecast cumulative limits and the Schedule of Prices. |
---|---|---|

The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.

**Section 32(1)(a)**

The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.

The information is a ‘commercial-in-confidence provision’, because it discloses the Contractor’s cost structure or profit margins (Schedule 4, paragraph (b) of the definition of ‘commercial in confidence’).

**Section 32(1)(d)**

The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.

**Section 14, Table items 4(b)-(d)**

The disclosure of this information could reasonably be expected to have the following effects:

- reveal commercial-in-confidence provisions of the

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

- the disclosure would reveal sensitive financial information and place the Contractor at a substantial commercial disadvantage; and
- the public interest has been served by disclosing the calculation of certain payments and the items for payment, and in light of this, there is an overriding public interest against the disclosure of the specific dollar amounts involved.
The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.

**Section 32(1)(a)**
The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.

The information is a 'commercial-in-confidence provision', because it discloses the contractor's cost structure or profit margins (Schedule 4, paragraph (b) of the definition of 'commercial in confidence').

**Section 32(1)(d)**
The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.

**Section 14, Table items 4(b)-(d)**
The disclosure of this information could reasonably be expected to have the following effects:

- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

- the disclosure would place the Contractor at a substantial commercial disadvantage and reveal the contractor's cost structures; and
- the public interest has been served by disclosing details of the phases, existence of the Delay Cost Caps and general obligations in relation to the Delay Cost Caps in the D&C Deed and, in light of this, there is an overriding public interest against the disclosure of the specific dollar amounts involved.
<table>
<thead>
<tr>
<th>Schedule</th>
<th>Description</th>
<th>Information not disclosed</th>
<th>Relevant Provisions of the GIPA Act</th>
<th>RMS weighed the competing public interest considerations and determined</th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>Schedule 35: Spares List</td>
<td>The information not disclosed is all dollar amounts (both rates and total cost columns). Disclosure of the information would reveal the dollar price for the listed spare parts items.</td>
<td>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below. <strong>Section 32(1)(a)</strong> The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract. The information is a ‘commercial-in-confidence provision’, because it discloses the contractor’s cost structure or profit margins (Schedule 4, paragraph (b) of the definition of ‘commercial in confidence’). <strong>Section 32(1)(d)</strong> The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record. <strong>Section 14, Table items 4(b)-(d)</strong> The disclosure of this information could reasonably be expected to have the following effects: - reveal commercial-in-confidence provisions of the contract; - diminish the competitive commercial value of the information; and - prejudice the legitimate business interests of the parties.</td>
<td>the disclosure would place the Contractor at a substantial commercial disadvantage and reveal the contractor’s cost structures; and the public interest has been served by disclosing general information about the spare parts items and, in light of this, there is an overriding public interest against the disclosure of the precise dollar amounts involved.</td>
</tr>
<tr>
<td>36</td>
<td>Schedule 37A: WHT Interface</td>
<td>The information not disclosed is all dollar</td>
<td>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below. <strong>Section 32(1)(a)</strong> The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract. <strong>Section 32(1)(d)</strong> The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record. <strong>Section 14, Table items 4(b)-(d)</strong> The disclosure of this information could reasonably be expected to have the following effects: - reveal commercial-in-confidence provisions of the contract; - diminish the competitive commercial value of the information; and - prejudice the legitimate business interests of the parties.</td>
<td>RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</td>
</tr>
</tbody>
</table>
Milestones amounts for the WHT Incentive Payments. Disclosure of the information would reveal the value of the WHT Incentive Payments.

non-disclosure of the information are set out below.

Section 32(1)(a)
The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.

The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').

Section 32(1)(d)
The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.

Section 14, Table items 1(f) and 4(b)-(d)
The disclosure of this information could reasonably be expected to have the following effects:

- prejudice effective exercise by an agency of the agency's functions;
- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

that there was an overriding public interest against disclosure of this information because:

- the disclosure would reveal cost structures and profit margins, place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects, and would diminish the competitive commercial value of the information; and
- the public interest has been served by disclosing general information about each WHT Interface Milestones (such as the works reference and date for completion) that corresponds with the WHT Incentive Payments and, in light of this, there is an overriding public interest against the disclosure of the precise dollar amounts involved.