

Government Information (Public Access) Act 2009

Explanatory Table – Sydney Football Stadium Redevelopment Stage 2

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

In determining whether certain information in the transaction documents for the Sydney Football Stadium Redevelopment Stage 2 should be disclosed, Infrastructure New South Wales identified the reason(s) under the GIPA Act for each redaction and weighed each redaction against the following key public interest considerations for disclosure:

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

Capitalised terms in this table have the meaning given to them in the Sydney Football Stadium Redevelopment Stage 2 unless the context indicates otherwise.

Explanatory Table – Design and Construction Agreement

This table provides an explanation of the information that Infrastructure New South Wales (**INSW**) determined should not be disclosed in connection with the Contract entered into by INSW and John Holland Pty Ltd for the Football Stadium Redevelopment Stage 2 (**Project**).

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
1	<ul style="list-style-type: none"> Formal Instrument of Agreement page ii and page 9. Items 5 to 12B of the Contract Information of the General Conditions. 	<p>Section 32(1)(d), item 3(a) of the Table to section 14.</p> <p>The disclosure of this information would disclose an individual's personal information.</p>	<p>The redacted information is references to names or personal contact details contained at:</p> <ul style="list-style-type: none"> Formal Instrument of Agreement page ii and page 9; and Items 5 to 12B of the Contract Information of the General Conditions. <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because, if disclosed, would reveal the personal information of the Principal and Contractor's key personnel for the Project.</p>
2	<p>Clause 21A(4)(5) of the General Conditions</p>	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p>	<p>The redacted information is a dollar amount.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> the redacted figure provides a price threshold whereby either party must disclose to the other party any items of personal property the subject of a security interest granted in favour of the other party that are used in carrying out the Works; revealing this information may prejudice either parties' commercial interests in negotiating contracts of a similar nature to the Contract in the future.

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			<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	<p>Clause 29(3) of the General Conditions</p>	<p>Section 32(1)(a) and definition (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor’s cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person’s legitimate business and commercial interests.</p>	<p>The redacted information is a dollar amount.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> • the redacted figure provides a price ceiling for work which the Contractor is entitled to subcontract; • revealing this information may prejudice the Contractor’s negotiations with subcontractors if those subcontractors know of the price in which the Contractor is able to pay, placing the Contractor at a commercial disadvantage in the negotiations; and • revealing this information could provide the details of the Contractor’s cost structure in relation to the Works. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
4	<p>Clause 49A of the General Conditions</p>	<p>Section 32(1)(a) and definition (a), (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor’s financing arrangements and cost structure or profit</p>	<p>The redacted information is the entire clause.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because this information illustrates the risk allocation between the parties in relation to potential changes to enterprise bargaining agreements, which may prejudice the</p>

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		<p>margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would also reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p>	<p>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.</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>
5	Clause 58(8)(2) of the General Conditions	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p>	<p>The redacted information is a dollar amount.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information sets out the value of Materials which requires the Contractor to provide an Undertaking in order to claim for those Materials in a Payment Claim, revealing the Contractor's cost structure or profit margins.</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>
6	Clause 74(4)(4) of the General Conditions	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The redacted information is a percentage figure.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> • the percentage figure relates to a portion of the Contract Price payable to the Contractor after termination of the Contract; and

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			<ul style="list-style-type: none"> the amount would reveal the Contractor's cost structure and profit margins, which would prejudice the Contractor's legitimate 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>
7	Item 13 - Contract Information of the General Conditions	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The redacted information is a date.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> the date would reveal the Contractor's liability to costs exposures; and the date together with other programming information would reveal the Contractor's work planning methodology which would prejudice the Contractor's legitimate business and commercial interests. <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	Items 19 and 20 - Contract Information of the General Conditions	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the</p>	<p>The redacted information is percentage figures for the limitation of liability and limit on liquidated damages payable by the Contractor.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information</p>

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		<p>Contractor's cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>because:</p> <ul style="list-style-type: none"> the redacted information is the limit of the Contractor's liability to INSW in connection with loss or liability, and the limit for liquidated damages for late delivery of the Works by the Contractor. Disclosing this information would reveal the risk position accepted by the Contractor; and the information may prejudice the Contractor in future negotiations on similar projects, as the principal will be aware of the level of risk the Contractor is willing to accept. This reduces the competitive commercial value of the information to the Contractor and prejudices the Contractor's legitimate business and commercial interests. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
9	Items 21, 22, 23, 24, 24A, 24B and 24C - Contract Information of the General Conditions	<p>Section 32(1)(a) and definition (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p>The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice the contractor's legitimate business and commercial interests.</p>	<p>The redacted information contains dollar amounts which relate to various categories of insurance the Contractor is required to effect.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> the quantum of insurance would provide insight into the premiums required to be paid the Contractor. These premiums represent a cost in performing the Contractor's obligations under the contract and therefore reveal the Contractor's cost structure and profit margins;

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			<ul style="list-style-type: none"> the quantity of the insurance the Contractor effects may be taken as an indication of the risk allocation of the Contractor. This may provide insight into the Contractor's financial arrangements and prejudice the business, commercial and financial interests of the Contractor; and knowledge by other contractors of the Contractor's obligation to provide insurance may have an adverse impact on the Contractor's ability to negotiate with other contractors and diminish the competitive commercial value of that information to the Contractor. <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>
10	Item 28 - Contract Information of the General Conditions	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p>	<p>The redacted information is a dollar amount reflecting the threshold value for which subcontracts must incorporate the provisions of Schedule 9.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> the information reveals the value of subcontracts requiring the inclusion of the requirements in Schedule 9, providing the terms which subcontracts must contain; this information would, if disclosed, place the Contractor at a commercial disadvantage in negotiations with subcontractors as subcontractors would be aware of the items which Contractor is

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			<p>unable to concede in order to comply with its head contract. The effect of this would be to diminish the commercial value of the information to the Contractor and prejudices its business and commercial interests.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
11	Item 31 - Contract Information of the General Conditions	<p>Section 32(1)(a) and definition (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person’s legitimate business and commercial interests.</p>	<p>The redacted information is a dollar amount which reflects the value of work, if subcontracted, which requires the Contractor to procure a Subcontractor’s warranty.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in respect of Item 9.</p>
12	Item 32, 33, 33A and 33B - Contract Information of the General Conditions	<p>Section 32(1)(a) and definition (a), (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor’s financing arrangements and cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would also reveal commercial-in-confidence provisions of a government contract and prejudice a person’s legitimate business and commercial interests.</p>	<p>The redacted information is dollar and percentage figures reflecting the Security required to be provided by Contractor.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> the figures are the percentage of the Contract Price equalling the amount of Security the Contractor is required to provide to INSW for the Works and, if disclosed, this information would reveal the

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			<p>Contractor's financing arrangements; and</p> <ul style="list-style-type: none"> • this information illustrates the risk allocation the Contractor accepted for the Works, which may prejudice the Contractor in future negotiations with project owners on similar projects as the principal will be aware of the level of risk the Contractor is willing to accept. This reduces the competitive commercial value of the information to the Contractor and prejudices the Contractor's legitimate business and commercial interests. <p>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	Item 39 - Contract Information of the General Conditions	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose Contractor's cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The redacted information is the Contract Price.</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"> • this amount is the amount payable to the Contractor. Disclosure of this information would reveal the Contractor's cost structure and profit margin and prejudice the Contractor's legitimate business and commercial interests; • revealing this information will diminish the competitive commercial value of that information to the Contractor as it would prejudice the Contractor's ability to negotiate with subcontractors, suppliers, unions and other relevant industry participants if those parties are aware of the Contract Price; and • exposing the redacted information would place

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			<p>INSW at a commercial disadvantage when negotiating payment to contractors for future projects of a similar nature.</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>
14	Item 40 - Contract Information of the General Conditions	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information discloses the Contractor’s cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors.</p> <p>The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice the contractor’s legitimate business and commercial interests.</p>	<p>The redacted information is dollar amounts of Provisional Sum 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 amounts are the amount payable to the Contractor. Disclosure of this information would reveal the Contractor’s cost structure and profit margin and prejudice the Contractor’s legitimate business and commercial interests; • revealing this information will diminish the competitive commercial value of that information to the Contractor as it would prejudice the Contractor’s ability to negotiate with subcontractors, suppliers, unions and other relevant industry participants if the those parties are aware of the Contract Price; and • exposing the redacted information would place INSW at a commercial disadvantage when negotiating payment to contractors for future projects of a similar nature. <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	Items 41 and 42 - Contract	Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence	The redacted information is percentage figures.

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	Information of the General Conditions	<p>provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors.</p> <p>The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice the contractor's legitimate business and commercial interests.</p>	<p>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 contains percentage figures which set out the profit margin available to the Contractor, which relates directly to the Contractor's cost structure or profit margins; and the Contractor may wish to contract with third parties, subcontractors or suppliers in relation to the Project in a manner where amounts paid to those parties are determined by a profit margin. These negotiations may be jeopardised where the Contractor's profit margin under this contract is exposed. As such, disclosure of this information diminishes the value of this information to the Contractor. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
16	Item 46 - Contract Information of the General Conditions	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's financing arrangements and cost structure of profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would also reveal commercial-in-</p>	<p>The redacted information is a percentage figure reflecting the amount payable by the Contractor and to the Contractor for late payments under the Contract.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> the redacted information illustrates the amount payable to the Contractor where INSW makes late payments under the Contract, thereby revealing the

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		<p>confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p>	<p>Contractor's cost structure or profit margins;</p> <ul style="list-style-type: none"> the information provides visibility to other contractors as to the risk allocation accepted by the Contractor and INSW, which could affect the Contractor in future negotiations on similar projects, diminishing the commercial value of the information and prejudicing the Contractor's commercial and financial interests. <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	<p>Items 47A and 47B - Contract Information of the General Conditions</p>	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's financing arrangements and cost structure of profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would also reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p>	<p>The redacted information is dollar figures.</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 amount payable to the Contractor for Principal delays; the information provides visibility to other contractors as to the risk allocation accepted by the Contractor and INSW, which could affect the Contractor in future negotiations on similar projects, diminishing the commercial value of the information and prejudicing the Contractor's commercial and financial interests. <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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18	Item 48 - Contract Information of the General Conditions	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor’s financing arrangements and cost structure of profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information would also reveal commercial-in-confidence provisions of a government contract and prejudice a person’s legitimate business and commercial interests.</p>	<p>The redacted information is a dollar figure.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> • the redacted information illustrates the amount payable by the Contractor where the Contractor fails to achieve Completion by the Contractual Completion Date; • the information provides visibility to other contractors as to the risk allocation accepted by the Contractor and INSW, which could affect the Contractor in future negotiations on similar projects, diminishing the commercial value of the information and prejudicing the Contractor’s commercial and financial interests. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
19	Item 52 - Contract Information of the General Conditions	<p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of the information would reveal commercial-in-confidence provisions of a government contract and prejudice a person’s legitimate business and commercial interests.</p>	<p>The redacted information is a dollar amount reflecting the threshold amount for litigation following an expert determination under the Contract.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the information provides visibility on the risk allocation accepted by the Contractor with respect to disputes with INSW, thereby diminishing the commercial value of the information.</p>

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20	Item 53 - Contract Information of the General Conditions	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor’s cost structure or profit margins and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of a government contract and prejudice a person’s legitimate business and commercial interests.</p>	<p>The redacted information is the duration.</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 sets out the duration by which the Contractor will incur obligations in respect of defects, post Completion. This information would provide visibility into the risk position accepted by the Contractor in relation to defects. This may prejudice the Contractor in future negotiations on similar projects as a counterparty will be aware of level of risk the Contractor is willing to accept. This reduced the competitive commercial value of the information to the Contractor and prejudices the Contractor’s legitimate business and commercial interests.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
21	Schedule 2 (Undertaking) to the General Conditions	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information discloses the Contractor’s cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors.</p> <p>The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice the Contractor’s legitimate business and commercial interests.</p>	<p>The redacted information is the entire schedule.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> • the disclosure of the schedule would provide visibility on the apportionment of risk taken by the parties and prejudice the business, commercial and financial interest of the parties; and • knowledge of the terms by which the Contractor guarantees its obligations under the Contract may have an adverse impact on the Contractor’s ability to negotiate with other entities, thereby diminishing the

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
			<p>commercial value of this information to the Contractor.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
22	Schedule 4 (Parent Company Guarantee) to the General Conditions	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information discloses the Contractor’s cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors.</p> <p>The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice the Contractor’s legitimate business and commercial interests.</p>	<p>The redacted information is the entire schedule.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> • the disclosure of the schedule would provide visibility on the apportionment of risk taken by the parties and prejudice the business, commercial and financial interest of the parties; and • knowledge of the terms by which the Contractor has procured that its parent guarantees the Contractor’s obligations under the Contract may have an adverse impact on the Contractor’s ability to negotiate with other entities, thereby diminishing the commercial value of this information to the Contractor. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
23	Schedule 10 (Pre Agreed Variations) to the General Conditions	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information discloses the Contractor’s cost structure or profit margins and would place the Contractor at a</p>	<p>The redacted information is dollar amounts of Pre Agreed Variations.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information</p>

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
		<p>substantial commercial disadvantage in relation to potential contractors.</p> <p>The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice the Contractor's legitimate business and commercial interests.</p>	<p>because:</p> <ul style="list-style-type: none"> the amounts are the amount payable to the Contractor. Disclosure of this information would reveal the Contractor's cost structure and profit margin and prejudice the Contractor's legitimate business and commercial interests; revealing this information will diminish the competitive commercial value of that information to the Contractor as it would prejudice the Contractor's ability to negotiate with subcontractors, suppliers, unions and other relevant industry participants if the those parties are aware of the Contract Price; and exposing the redacted information would place INSW at a commercial disadvantage when negotiating payment to contractors for future projects of a similar nature. <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>
24	Schedule 14 (Project Brief) to the General Conditions	<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could endanger the security of, or prejudice any system or procedure for protecting any place, property or vehicle.</p>	<p>The redacted information is the Project Brief in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule includes information which may, if disclosed, expose safety vulnerabilities to the Sydney Football Stadium, thereby endangering the security of the system developed for protecting the Sydney Football Stadium.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced</p>

Item	Clause reference and general description	Reason(s) for redaction under GIPA Act	Explanation of the reasons under the GIPA Act
25	Schedule 15 (Principal's Design) to the General Conditions	<p>Section 32(1)(a) and definition (d) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to affect public safety or security, and which would reveal the intellectual property in which the Contractor has an interest.</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could endanger the security of, or prejudice any system or procedure for protecting any place, property or vehicle.</p>	<p>by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p> <p>The redacted information is the Principal's Design in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> • the schedule contains extensive designs for the Works and drawings and, if disclosed, would reveal intellectual property which the Contractor has an interest; and • the schedule includes information which may, if disclosed, expose security vulnerabilities to the Sydney Football Stadium. The disclosure of such information is expected to endanger the security of, and prejudice the system developed for protecting, the Sydney Football Stadium. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
26	Schedule 16 (Contract Program) to the General Conditions	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor's work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The redacted information is a work program.</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 date would reveal the Contractor's liability to costs exposures; and • the date together with other programming

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			<p>information would reveal the Contractor's work planning methodology which would prejudice the Contractor's legitimate business and commercial interests.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
27	Schedule 17 (Prior Works) to the General Conditions	<p>Section 32(1)(a) and definition (d) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to affect public safety or security, and which would reveal the intellectual property in which the Contractor has an interest.</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could endanger the security of, or prejudice any system or procedure for protecting any place, property or vehicle.</p>	<p>The redacted information is the schedule in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> • the schedule contains extensive designs for the Works and drawings and, if disclosed, would reveal intellectual property which the Contractor has an interest; and • the schedule includes information which may, if disclosed, expose security vulnerabilities to the Sydney Football Stadium. The disclosure of such information is expected to endanger the security of, and prejudice the system developed for protecting, the Sydney Football Stadium. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
28	Schedule 18 (Project Brief Compliance Schedule) to the General Conditions	<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to</p>	<p>The redacted information is the Project Brief Compliance Schedule in its entirety.</p> <p>INSW weighed the competing public interest</p>

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		<p>affect public safety or security.</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could endanger the security of, or prejudice any system or procedure for protecting any place, property or vehicle.</p>	<p>considerations and determined that there was an overriding public interest against disclosure of this information because the schedule includes information which may, if disclosed, expose safety vulnerabilities to the Sydney Football Stadium, thereby endangering the security of the system developed for protecting the Sydney Football Stadium.</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>
29	Schedule 21 (Environmental Management Plan) to the General Conditions	<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p>	<p>The redacted information is the Environmental Management Plan in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule contains material which, if disclosed, would reveal intellectual property which the Contractor has an interest.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
30	Schedule 22 (Work Health and Safety Plan) to the General Conditions	<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p>	<p>The redacted information is the Work Health and Safety Plan in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule contains material which, if disclosed, would reveal intellectual property which the Contractor has an interest.</p>

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			<p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
31	Schedule 23 (Stakeholder Management & Community Engagement Plan) to the General Conditions	<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p>	<p>The redacted information is the Stakeholder Management & Community Engagement Plan in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule contains material which, if disclosed, would reveal intellectual property which the Contractor has an interest.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
32	Schedule 24 (Construction Management Plan) to the General Conditions	<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p>	<p>The redacted information is the Construction Management Plan in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule contains material which, if disclosed, would reveal intellectual property which the Contractor has an interest.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
33	Schedule 25 Design Management Plan) to the	<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p>	<p>The redacted information is the Design Management Plan in its entirety.</p>

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	General Conditions	The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.	<p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule contains material which, if disclosed, would reveal intellectual property which the Contractor has an interest.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
34	Schedule 26 (Construction Traffic Management Plan) to the General Conditions	<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p>	<p>The redacted information is the Construction Traffic Management Plan in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule contains material which, if disclosed, would reveal intellectual property which the Contractor has an interest.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
35	Schedule 27 (Quality Management Plan) to the General Conditions	<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p>	<p>The redacted information is the Quality Management Plan in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule contains material which, if disclosed, would reveal intellectual property which the Contractor has an interest.</p>

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			<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>
36	<p>Schedule 28 (Pre Agreed Variation Rates) to the General Conditions</p>	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information discloses the Contractor’s cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors.</p> <p>The disclosure of this information could be reasonably expected to reveal commercial-in-confidence provisions of a government contract and prejudice the Contractor’s legitimate business and commercial interests.</p>	<p>The redacted information is dollar amounts for additional items of Pre Agreed Variations.</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 amounts are the amount payable to the Contractor. Disclosure of this information would reveal the Contractor’s cost structure and profit margin and prejudice the Contractor’s legitimate business and commercial interests; • revealing this information will diminish the competitive commercial value of that information to the Contractor as it would prejudice the Contractor’s ability to negotiate with subcontractors, suppliers, unions and other relevant industry participants if the those parties are aware of the Contract Price; and • exposing the redacted information would place INSW at a commercial disadvantage when negotiating payment to contractors for future projects of a similar nature. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
37	Schedule 29 (Workplace	Section 32(1)(c).	The redacted information is the Workplace Relations

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	Relations Management Plan) to the General Conditions	<p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p>	<p>Management Plan in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule contains material which, if disclosed, would reveal intellectual property which the Contractor has an interest.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
38	Schedule 30 (Agreed Variation Order Due Dates) to the General Conditions	<p>Section 32(1)(a) and definition (b) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4).</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the Contractor’s work methodology and planning arrangements and place the Contractor at a commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>The redacted information is time periods.</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 time periods would reveal the Contractor's liability to costs exposures; and • the time periods together with other programming information would reveal the Contractor's work planning methodology which would prejudice the Contractor's legitimate business and commercial interests. <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
39	Schedule 33 (Remediation Action Plan) to the General Conditions	<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p>	<p>The redacted information is the Remediation Action Plan in its entirety.</p> <p>INSW weighed the competing public interest</p>

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		<p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p>	<p>considerations and determined that there was an overriding public interest against disclosure of this information because the schedule contains material which, if disclosed, would reveal intellectual property which the Contractor has an interest.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
40	Schedule 38 (Information Documents) to the General Conditions	<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p>	<p>The redacted information is the Completion Plan in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule contains material which, if disclosed, would reveal intellectual property which the Contractor has an interest.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.</p>
41	Schedule 42 (Contractor's Alternative Design) to the General Conditions	<p>Section 32(1)(c).</p> <p>Section 32(1)(d), items 1(f) and 2(d) and (e) of the Table to section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p>	<p>The redacted information is the Contractor's Alternative Design in its entirety.</p> <p>INSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the schedule contains material which, if disclosed, would reveal intellectual property which the Contractor has an interest.</p> <p>INSW considers that any public interest in favour of the disclosure of this information is not significantly advanced</p>

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			by the disclosure of this information and is outweighed by the public interests against the disclosure identified above.