

## Annexure F

### Government Information (Public Access) Act 2009 Explanatory Table - Fifth Amending Deed

The Authority has redacted the contractual provisions referred to below due to an overriding public interest against disclosure, in that disclosure of that information would prejudice the legitimate business and commercial interests of Lendlease and the Authority, and/or reveal the commercial-in-confidence provisions of a government contract. The Authority 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.

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
1.	Table of Contents - redactions made to the table of contents are made for the reasons provided for the associated clause, Schedule or Annexure heading as set out in the table below		
2.	Clause 1.1, Definitions		
	A. Definition below the definition of "Accredited Site Auditor"	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</p>	<p>(a) The information that has not been disclosed is definitions regarding the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <p>(b) The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(c) the disclosure of these defined terms (or the combination of this information with other information that is not disclosed) would reveal the allocation of remediation cost and risk which has been commercially negotiated between the Authority and the developer;</p> <p>(d) in relation to competition for future land development opportunities, if this information was disclosed, the developer and the Authority would be at a substantial disadvantage. If these provisions were disclosed, any future contractors would be able to exploit knowledge of the risk profile that each of the developer and the</p>

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			<p>Authority has been prepared to accept to shape the preparation of their own proposals and approach to the tendering or negotiation process. The Authority and developer would have no such comparative knowledge and this would cause significant prejudice to the ability of that party in those processes;</p> <p>(e) the disclosure of these defined terms (or the combination of this information with other information that is not disclosed) may prejudice any negotiations between the Authority and the party responsible for the contamination the subject of remedial works, or anticipated cost-recovery proceedings under the Contaminated Land Management Act 1997 (CLM Act) against that party. It is not in the public interest to prejudice the Authority's prospects of recovering contributions to the costs of carrying out the remediation works from the polluter;</p> <p>(f) while there was a public interest in disclosure of information relating to the contamination present on or adjoining the Barangaroo site, and proposals to remediate that contamination, the omitted information does not concern that interest. To the extent that the Agreement contains information of this kind, it had been disclosed; and</p> <p>(g) while there is a public interest to see the precise level and nature of commercial risk assumed by the Authority, that interest does not outweigh the potential prejudice that would be caused to the Authority's prospects of recovering contributions to the costs of carrying out the remediation works from the polluter, or the ability of the Authority to effectively negotiate future development projects.</p>
	B. Definition below the definition of "Agreed	Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1,	The masked information concerns the terms of a settlement deed between the Authority and the developer regarding

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	Design Documents" (defined term and dollar amount)	<p>Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins;</li> <li>• prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer; and</li> <li>• prejudice the developer's legitimate business, commercial or financial interests.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>certain disputes between them.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the disclosure of masked information (or the combination of this information with other information that is not disclosed) would reveal the content of the settlement agreement which has been commercially negotiated between the Authority and the developer;</p> <p>(b) if the redacted material was disclosed, it is expected to adversely impact the ability of the parties to negotiate similar agreements in the future. The masked information is also expected to impact the developer's negotiations with third parties in relation to the disputes to which the settlement deed relates. This is reasonably expected to prejudice the developer's legitimate business, commercial or financial interests;</p> <p>(c) the masked information includes a dollar amount to be received by one of the parties. Exposing this information is reasonably expected to provide insight into the developer's cost structures and profit margins;</p> <p>(d) The public interest has been served by revealing, in clause 4.1A, the existence of the settlement deed. In light of this disclosure there is an overriding public interest against the disclosure of the precise nature of the dispute or dollar amounts agreed; and</p> <p>(e) The defined term itself is sensitive for the reasons set out above.</p>
	C. Definition of Approved Operator (name of potential	Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)	The name of a potential operator was masked in this definition.

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	operator) - paragraph (a)	<p>Section 32(1)(d) and item 4 (b) and (d) of the Table to section 14</p> <p>The disclosure of this information would prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the disclosure of this name would put the developer at a substantial disadvantage in subcontract negotiations with certain potential contractors, who would know that they have a "preferred" status as recorded in this contract;</p> <p>(b) the operator is unaware of its preferred status. If this position was disclosed then the contractor would have a significant competitive advantage in an otherwise small potential pool of contractors. This would severely compromise the developer's negotiations with this operator; and</p> <p>(c) while there may be a public interest in knowing the parties with whom the developer may contract to undertake work as part of that project, that interest is not so great as to overwhelm the potential commercial prejudice to the developer that is reasonably expected to occur if the name was disclosed.</p>
	D. Definition of Authority Payment (dollar amount)	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins; and</li> <li>• prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the</li> </ul>	<p>The information not disclosed is a dollar amount.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the disclosure of this figure, together with other information, would reveal the cost structure or profit margin of the developer. In particular, it would reveal the cost of various sustainability measures the developer has agreed to implement;</p> <p>(b) if this information was available to the market which supplies sustainability initiatives, it is reasonably likely that the value of this contribution would be eroded by</p>

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		<p>developer.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>inflated prices. The Authority considers that this is not in the best interests of the public at this time;</p> <p>(c) the disclosure of the masked information would provide insight into the cost to the developer of implementing various sustainability measures;</p> <p>(d) the detail of the proposed sustainability measures and the measurement of the developer's sustainability programme (including climate positive benchmarks) have been disclosed. The public interest has been served by the disclosure of this information.</p>
	<p>E. Definition below the definition of "BDA Act"</p>	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</p>	<p>The information that has not been disclosed is a defined term representing the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the disclosure of this defined term (or the combination of this information with other information that is not disclosed) would reveal the allocation of remediation cost and risk which has been commercially negotiated between the Authority and Lendlease;</p> <p>(b) in relation to competition for future land development opportunities, if this information was disclosed, the developer and the Authority would be at a substantial disadvantage. If these provisions were disclosed, any future contractors would be able to exploit knowledge of the risk profile that each of the developer and the Authority has been prepared to accept to shape the preparation of their own proposals and approach to the tendering or negotiation process. The Authority and developer would have no such comparative knowledge and this would cause significant prejudice to the ability</p>

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			<p>of that party in those processes;</p> <p>(c) while there was a public interest in disclosure of information relating to the contamination present on or adjoining the Barangaroo site, and proposals to remediate that contamination, the omitted information does not concern that interest. To the extent that the Agreement contains information of this kind, it had been disclosed; and</p> <p>(d) the disclosure of this defined term (or the combination of this information with other information that is not disclosed) may prejudice any negotiations between the Authority and the party responsible for the contamination the subject of remedial works, or anticipated cost-recovery proceedings under the Contaminated Land Management Act 1997 (CLM Act) against that party. It is not in the public interest to prejudice the Authority's prospects of recovering contributions to the costs of carrying out the remediation works from the polluter;</p> <p>(e) while there is a public interest to see the precise level and nature of commercial risk assumed by the Authority, that interest does not outweigh the potential prejudice that would be caused to the developer or Authority's legitimate business interests.</p>
	F. Cost of Development of Land	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>disclose the allocation of cost and risk of remediation</li> </ul>	<p>The information that has been not disclosed is information regarding the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2E above.</p>

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		<p>works as between the Authority and the developer; and</p> <ul style="list-style-type: none"> <li>prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</p>	
	G. Definition for Date for Vacation of BDA Development Block 5 (date)	<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) and item 4(b) and (d) of the Table to section 14</p> <p>The disclosure of this information would:</p> <ul style="list-style-type: none"> <li>prejudice the developer in future negotiations such that there would be a substantial commercial disadvantage to the developer; and</li> </ul>	<p>The information that has been redacted is information relating to the dates by which the site must be vacated by the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>
	H. Definition for Date for Vacation of BDA Development Block 5 Foreshore (date and time period)	<ul style="list-style-type: none"> <li>provide insight into the developer's cost structures.</li> </ul>	<p>(a) disclosure of the masked dates would expose the various dates for vacation. Revealing these dates is reasonably expected to prejudice the developer's ability to negotiate with third parties, particularly subcontractors with respect to timing. This is expected to prejudice the developer's legitimate business, commercial and financial interests;</p>
	I. Date for Vacation of BDA Development Block 6 (date and time period)	<p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	
	J. Date for Vacation of BDA Development Block 6 Foreshore (date)		<p>(b) failure to achieve certain Vacation Dates results in adverse consequences to the developer, including, for some Vacation Dates, resulting in the payment of liquidated damages. Revealing this information is expected to impede the developer's ability to negotiate similar contracts in the future, particularly in respect of Vacation Dates and project timing generally;</p>
	K. Date for Vacation of BDA Development Block 7 (date)		
	L. Date for Vacation of BDA Development Block 7 Foreshore		<p>(c) exposing the redacted information is reasonably expected to provide insight into the developer's ability to complete certain works. This provides insight in the</p>

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	(date)		<p>developer's abilities and how the developer may have priced the project. This is reasonably expected to provide lucidity on the contractor's cost structures; and</p>
	M. Date for Vacation of the Hickson Road Declaration Area (time period)		<p>(d) the public interest has been served by revealing the various Vacation Dates, the consequences (excluding monetary payments) if those Vacation Dates are not met and a regime for granting extensions. In light of these disclosures, there is an overriding public interest against the disclosure of the precise dates involved.</p>
	N. Development Rights Fee (financial arrangement)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins;</li> <li>• prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer; and</li> <li>• prejudice the developer's legitimate business, commercial or financial interests.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2B above.</p>
	O. Hickson Road Relocation Costs	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in- confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 4(b) and (d) of the Table to</p>	<p>The information that has not been disclosed concerns the allocation of cost and risk of remediation as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest</p>

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		<p>section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</p>	<p>considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2A and 2E above.</p>
	<p>P. Definition immediately preceding the definition of Key Personnel</p>	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</p>	<p>The information that has been masked is information which relates to the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2A above.</p>

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	<p>Q. Definition below the definition of "Leased Premises" and definition immediately above the definition of "LLB"</p>	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</p>	<p>The information that has been masked is information regarding the allocation of cost and risk for remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2A above.</p>
	<p>R. Definition immediately below the definition of "Nominated Clause 46.6 Payment Amount" - entire definition including defined term</p>	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul>	<p>The information that has not been disclosed is a defined term regarding the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2E above.</p>

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		<ul style="list-style-type: none"> <li>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</li> </ul>	
	S. Definition below the definition of "Off-Site"	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</p>	<p>The information that has not been disclosed is a defined term regarding the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2E above.</p>
	T. Definition immediately below the definition of "Other Remedial Works Plan"	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> </ul>	<p>The information that has been masked is information regarding the allocation of cost and risk for remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2A above.</p>

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		<ul style="list-style-type: none"> <li>prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</p>	
	<p>U. Definition for "Payment Rate (Phase 1)" - (dollar, percentage and area amounts)</p>	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>disclose the developer's cost structure or profit margins; and</li> <li>prejudice the developer in future negotiations such that there would be a substantial commercial disadvantage to the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>The information that has not been masked is a dollar amount, a percentage figure and an area amount which are used to determine the Payment Rate (Phase 1).</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) revealing the masked information is expected to provide absolute lucidity on the Payment Rate. The Payment Rate relates to certain payments that might be made between the parties under the contract. Revealing the masked information is therefore expected to provide insight into the developer's cost structures and profit margins; and</p> <p>(b) knowledge of the Payment Rate the developer was willing to accept will likely impact upon the developer's ability to negotiate with other parties both in relation to this contract and other contracts it may wish to bid on elsewhere. Revealing this information will therefore diminish the competitive commercial value of that information to the developer and prejudice the business, commercial and financial interests of the developer.</p>
	<p>V. Payment Rate (Phase 2) (formula)</p>	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 4 (b) and (d) of the Table to</p>	<p>The information that has not been disclosed is a formula which is used to calculate the Payment Rate which is to be applied to the Developable GFA of Works Portions after the Payment Rate (Phase 1) ceases to be applied.</p>

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		<p>section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins; and</li> <li>• prejudice the developer in future negotiations such that there would be a substantial commercial disadvantage to the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2U above.</p>
	<p>W. Definition of Project (financial arrangement) - paragraphs (c) and (d)</p>	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</p>	<p>The information not disclosed concerns the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2E above.</p>
	<p>X. Project Team (name)</p>	<p>Section 32(1)(d) and item 3(a) and (f) of the Table to</p>	<p>The information not disclosed is limited to names of one</p>

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		<p>section 14</p> <p>The disclosure of certain parts of this information would result in an individual's personal information being revealed. The Authority consulted with the persons concerned and have objected to the release of their names.</p>	<p>individual.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) this disclosure would reveal personal information i.e. the name of a certain individual on the Project Team;</p> <p>(b) the role and appointment of the individual named is a function of their employment with the developer. They take no personal responsibility for the project, and give no personal assurances in relation to its delivery;</p> <p>(c) as it is the developer, being a subsidiary of a listed body corporate, which remains legally liable for all matters under the Agreement, it was considered that the personal privacy of the individual far outweighed any perceived public interest in knowing the name of the developer's current project director; and</p> <p>(d) the named individual was concerned to protect their own and their families' privacy and personal security.</p>
	<p>Y. Definition immediately below the definition of "Relevant Contract"</p>	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to</li> </ul>	<p>The information that has not been disclosed is a defined term representing the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2E above.</p>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>the Authority and the developer.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</p>	
	<p>Z. Definition immediately below the definition of "Remediation Approvals"</p>	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</p>	<p>The information that has not been disclosed is a defined term regarding the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2E above.</p>
	<p>AA. Definition below the definition of "Services"</p>	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer;</li> </ul>	<p>The information that has not been disclosed is a defined term regarding the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2E above.</p>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>and</p> <ul style="list-style-type: none"> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</p>	
3.	Clause 4.1A (financial arrangement)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins;</li> <li>• prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer; and</li> <li>• prejudice the developer's legitimate business, commercial or financial interests.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>The information that has not been disclosed concerns the terms of the settlement of certain disputes between the Authority and the developer and includes the entirety of the clause heading.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2B above.</p>
4.	Clauses 4.2(a), (e), (f) and (g) (amounts, areas and formulae) and 4.2(b), (c) and (d) (entire paragraphs)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 4(b) and (d) of the Table to</p>	<p>The information not disclosed concerns dollar and area amounts and formulae in relation to the total payment amount to be made by the developer to the Authority. The redacted information also includes the entirety of paragraphs (b), (c) and (d).</p>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins; and</li> <li>• prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) disclosure of the dollar amounts would expose the total liability of the developer to the Authority for fixed payments. This is highly sensitive information which is not revealed in the statutory accounts of either party;</p> <p>(b) the area figures and formulae disclose the basis for the determination of payments which are linked to the disclosure of how premises land value is derived; and</p> <p>(c) the disclosure of this information would lead to a disclosure of the developer's internal rate of return for the project. The disclosure of the developer's profit margin on an individual project of the significance of Barangaroo to its competitors in particular, and the property development industry in general would put it at a substantial competitive disadvantage in relation to future development opportunities.</p>
5.	Clause 4.11 (financial arrangement)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins;</li> <li>• prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer; and</li> <li>• prejudice the developer's legitimate business,</li> </ul>	<p>The information that has not been disclosed concerns the terms of the settlement of certain disputes between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2B above.</p>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>commercial or financial interests.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	
6.	Clause 4.12 (financial arrangement)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> <li>• The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</li> </ul>	<p>The information that has not been disclosed concerns the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2E above.</p>
7.	Clause 7.12(j)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer;</li> </ul>	<p>The information that has not been disclosed is a defined terms which has been identified as sensitive.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2E above.</p>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>and</p> <ul style="list-style-type: none"> <li>prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</p>	
8.	Clause 8.5(d)(ii)	<p>Section 32(1)(d) and item 4(b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would:</p> <ul style="list-style-type: none"> <li>disclose the developer's cost structure or profit margins; and</li> <li>prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>The information not disclosed is volume amounts.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the masked information sets out the threshold GFA limits, beyond which, the developer has the right to relocate GFA to other Works Portions. Disclosure of the details of this regime would place the developer in an untenable position in relation to its negotiations with subcontractors, potential tenants and capital investors;</p> <p>(b) in relation to competition for future land development opportunities, if the masked information were disclosed, the developer would be at a substantial disadvantage in relation to its competitors. If these provisions were disclosed, any future contractors would be able to exploit knowledge of not only the risk profile, but also the exact financial amounts, that the developer has been prepared to accept to shape the preparation of their own proposals and approach to the tendering or negotiation process. The developer would have no such comparative knowledge. In the competitive market of large property developments, it is likely the terms of the agreement will be a useful reference, and the developer would be denied any competitive advantage in that market.</p>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
9.	Clause 9.8(b)(i) (percentage amount)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins; and</li> <li>• prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>The information not disclosed is a percentage amount.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) it would disclose the developer's agreed internal rate of return, a key element of the developer's development cost structure;</p> <p>(b) the disclosure of the developer's profit margin on an individual project of the significance of Barangaroo to its competitors in particular, and the commercial development industry in general would put it at a substantial competitive disadvantage in relation to future development opportunities; and</p> <p>(c) to the extent that there is a competing public interest in knowing the developer's profit margin on the project, this is outweighed by the significant prejudicial effect disclosure would have on the legitimate business interests of the developer.</p>
10.	Clause 9.11(c)(ii)(B) (amount of RECs)	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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 prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>The information not disclosed is the total number of RECs.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the same reasons set out in item 2A above.</p>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
11.	Clause 9.13 (dollar amounts)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins;</li> <li>• prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer; and</li> <li>• place the developer at a substantial commercial disadvantage in relation to competitive bids for future large infrastructure projects.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>The information not disclosed comprises:</p> <ul style="list-style-type: none"> <li>• item 11 - dollar amounts;</li> <li>• item 12 - dollar amounts and timing; and</li> <li>• item 13 - a dollar amount.</li> </ul> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) in the course of its tendering process the Authority identified that a weighting of 10% would be applied to sustainability innovation as part of its overall assessment criteria. In response to this, the Authority received from the three shortlisted proponents, three quite unique and diverse approaches to sustainability. The innovation and comprehensiveness of the developer's approach to sustainability gave it a competitive advantage in the tender process;</p> <p>(b) disclosure of the information, together with other information, would reveal the cost structure or profit margin of the developer, and the cost of the various sustainability measures that the developer has agreed to implement. In bidding for other projects in the future, whether in NSW or elsewhere, it will be of advantage to the developer's competitors to be aware precisely what the developer has been prepared to commit to in this developing area;</p> <p>(c) the information masked in these provisions forms the core of the developer's sustainability response, and whilst it may be of interest to the public for it to be disclosed, the similarly unique and innovative ideas of the unsuccessful tenderers will not be disclosed. Consequently, disclosure would prejudice the legitimate commercial interests and competitive advantages of the successful bidder;</p>
12.	Clause 9.14 (dollar amounts and timing)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins;</li> <li>• prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the</li> </ul>	<p>(c) the information masked in these provisions forms the core of the developer's sustainability response, and whilst it may be of interest to the public for it to be disclosed, the similarly unique and innovative ideas of the unsuccessful tenderers will not be disclosed. Consequently, disclosure would prejudice the legitimate commercial interests and competitive advantages of the successful bidder;</p>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>developer; and</p> <ul style="list-style-type: none"> <li>place the developer at a substantial commercial disadvantage in relation to competitive bids for future large infrastructure projects.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>(d) disclosure of this unique information and the resulting publication of a previously private advantage, would have the effect of stifling innovation and creativity in the private sector, and particularly in relation to future government projects. This outcome would not be in the public interest;</p> <p>(e) given sustainability remains an emerging area of expertise, any commercial advantage in these early days of development is magnified. Furthermore, these initiatives are of national and even global application and would therefore effect not only the developer's business interests in NSW, but in relation to other state government projects and its overseas operations as well;</p>
13.	Clause 9.18(c) and (d) (dollar and percentage amounts)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 4(b) and (d) of the Table to section 14</p> <ul style="list-style-type: none"> <li>The disclosure of this information (or the combination of this information with other information that is not included) would:</li> <li>disclose the developer's cost structure or profit margins; and</li> <li>prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>(f) in particular, the information masked in the table in clause 9.14 sets deadlines by which the specified events must occur. If these deadlines were revealed, it is likely there would be created an artificial pressure on these reasonably small markets, including the suppliers and subcontractors with whom the developer will be negotiating, which would have the effect of inflating costs and prejudicing terms. The public interest would not be served by these clearly innovative measures being priced non-competitively; and</p> <p>(g) the public interest in the detail of the proposed sustainability measures to be implemented as part of the Project, and the measurement of the developer's sustainability programme and aspirations have been disclosed, including the climate positive benchmarks. The public interest has been served by the disclosure of this information.</p>
14.	Clause 15.22(b)	Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1,	The information not disclosed is a percentage amount.

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	(percentage amount)	<p>Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins; and</li> <li>• prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) part of the developer's scope for Stage 1 includes the provision of a continuous supply of electricity to the other portions of the site, known as the central precinct and headland park. The information redacted in this clause is a percentage figure which would reveal the apportionment of the costs involved in the provision of that electricity supply between the Authority and the developer. Disclosure of the precise split could adversely affect contracting behaviours of the downstream suppliers and contractors carrying out the Services Works, resulting in a higher cost to the Authority. Competitive tension in all aspects of the direct contracting for this work is clearly in the public's interest;</p> <p>(b) disclosure of this information, together with other information, would reveal the cost structure or profit margin of the developer. In bidding for other projects in the future, whether in NSW or elsewhere, it will be of advantage to the developer's competitors to be aware precisely what share of these costs that the developer has been prepared to accept; and</p> <p>(c) to the extent that there is a competing public interest in knowing the precise percentage figure, this is outweighed by the significant prejudicial effect disclosure would have on the legitimate business interests of the developer.</p>
15.	Clause 16.2(g)(iv) (defined term)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 4(b) and (d) of the Table to section 14</p>	<p>The information that has not been disclosed is a defined terms which has been identified as sensitive.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because</p>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>The disclosure of this information (or the combination of this information with other information that is not included) would:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</p>	<p>of the reasons set out at 2E above.</p>
16.	<p>Clause 16.3 (Cost of Remediation Works) - paragraphs (a) - partial, (b), (c), (d) and (f)</p>	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> <li>• The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</li> </ul>	<p>The information that has not been disclosed concerns the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2E above.</p>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
17.	Clause 16.4 (financial arrangement) - heading (partial), paragraph (a), (b)(ii) and paragraph (c)(ii) (partial) and (c)(iii)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> <li>• The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</li> </ul>	<p>The information that has not been disclosed concerns the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <ul style="list-style-type: none"> <li>• The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2E above.</li> </ul>
18.	Clause 16.5 (financial arrangement)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 4(b) and (d) of the Table to section 14</p> <p>The Authority has consulted with the developer. The Authority is satisfied that the disclosure of this information (or the combination of this information with other information that is not included) could reasonably be expected to:</p> <ul style="list-style-type: none"> <li>• reveal commercial in confidence provisions of a government contract; and/or</li> <li>• diminish the competitive commercial value of information of the developer; and/or</li> </ul>	<p>The information that has not been disclosed comprises two defined terms regarding the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <ul style="list-style-type: none"> <li>• The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2E above.</li> </ul>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<ul style="list-style-type: none"> <li>prejudice the legitimate business, commercial and financial interests of both the developer and the Authority.</li> </ul>	
19.	Clauses 16.5AA and 16.5AB (financial arrangement) - entire clause including heading	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</p>	<p>The information that has not been disclosed concerns the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2E above.</p>
20.	Clause 16.5A (Payment of Workers and Subcontractors)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> </ul>	<p>The information that has not been disclosed concerns the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <ul style="list-style-type: none"> <li>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2E above.</li> </ul>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<ul style="list-style-type: none"> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> <li>• The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</li> </ul>	
21.	Clause 16.12 heading and 16.12(a) and (b) (financial arrangement)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> <li>• The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</li> </ul>	<p>The information that has not been disclosed concerns the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <ul style="list-style-type: none"> <li>• The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2O above.</li> </ul>
22.	Clause 16.22(d)(ii) (financial arrangement)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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</p>	<p>The information that has not been disclosed concerns the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2E above.</p>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>included) would:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</p>	<p>Although some of this information does not necessarily reflect the current allocation of risk between the Authority and the developer, revealing the previous contractual provisions agreed to by the parties would nevertheless be prejudicial to these interests as:</p> <ul style="list-style-type: none"> <li>• it may by inference disclose the current risk profile; and / or</li> <li>• it would reveal the risk profile that each party had previously agreed to,</li> </ul> <p>resulting in the same prejudicial effect to be suffered by the parties as disclosure of the current contractual provisions regarding the allocation of cost and risk of remediation works between the parties.</p>
23.	Clause 16.35 (financial arrangement)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> <li>• The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</li> </ul>	<p>The information that has not been disclosed concerns the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <ul style="list-style-type: none"> <li>• The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2E above.</li> </ul>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
24.	Clause 16.39 (financial arrangement)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> <li>• The Authority is satisfied that the disclosure of this information could reasonably be expected to reveal commercial in confidence provisions of a government contract; and prejudice the legitimate business, commercial and financial interests of both the developer and the Authority.</li> </ul>	<p>The information that has not been disclosed concerns the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2E above.</p>
25.	Clause 16.42 (financial arrangement)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there</li> </ul>	<p>The information that has not been disclosed concerns the allocation of cost and risk for remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2E above.</p>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>would be a substantial commercial disadvantage to the Authority and the developer.</p> <p>The Authority is satisfied that the disclosure of this information could reasonably be expected to reveal commercial in confidence provisions of a government contract; and prejudice the legitimate business, commercial and financial interests of both the developer and the Authority.</p>	
26.	Clause 17.5 (provisions in relation to defined term) - paragraph (d)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</p>	<p>The information that has not been disclosed is information regarding the allocation of cost and risk of remediation works as between the Authority and the developer. In particular, it sets out the parties rights and obligations with respect to the Other Remaining Remediation Works</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2E above.</p>
27.	Clause 18A (provisions in relation to defined term)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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</p>	<p>The information that has been masked is information which relates to the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2A above.</p>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>included) would:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</p>	
28.	Clause 19.4(a)	<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) and item 4(b) and (d) of the Table to section 14</p> <p>The disclosure of this information would:</p> <ul style="list-style-type: none"> <li>• prejudice the developer in future negotiations such that there would be a substantial commercial disadvantage to the developer; and</li> <li>• provide insight into the developer's cost structures.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>The information that has been redacted is a date.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out in items 2G to M.</p>
29.	Clause 19.6(c) (dollar amount)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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</p>	<p>The information not disclosed is the amount to be contributed by the Authority towards the cost of funding the Community Facility at Barangaroo.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) revealing the redacted information, together with other</p>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>included) would:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins; and</li> <li>• prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>information which has also been redacted, sets out information which would provide visibility on payments that might be made to the developer;</p> <p>(b) by disclosing the payments that might be made to the developer, exposing the masked information is expected to provide lucidity on the developer's profit margins and cost structures;</p> <p>(c) exposing the redacted material is reasonably expected to provide insight into the apportionment of risks assumed by the developer in relation to the Community Facility and therefore the level of risk that the contractor was prepared to price and accept in relation to that facility. Exposing this information may provide insight into the developer's appetite for risk and would place the developer at a substantial commercial disadvantage in projects of a similar nature or in negotiations with third parties. This is also expected to prejudice the developer's legitimate business, commercial or financial interests and diminish the value of that information to the developer.</p> <p>(d) there is a significant public interest in revealing the financial contribution to be made by the Authority to certain aspects of the project. The public interest has been served by revealing the existence of a financial contribution to be made by the Authority with respect to the Community Facility. In light of this, the Authority considers there is an overriding public interest against disclosing the precise amount involved.</p>
30.	Clauses 19.7(c)(i) and (ii) and 19.8(b)(i) (dollar amounts)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 4 (b) and (d) of the Table to section 14</p>	<p>The information not disclosed are dollar amounts relating to possible allocation of funds for the Community Facility at Barangaroo.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding</p>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>The disclosure of this information (or the combination of this information with other information that is not included) would:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins; and</li> <li>• prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>public interest against disclosure of this information because of the reasons set out at Item 29 above.</p>
31.	Clause 25.2(a)(i) - entire paragraph	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</p>	<p>The information that has been not disclosed is information regarding the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2A above.</p>
32.	Clause 25.2(b)(iii) (percentage amount)	Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1,	<p>The information not disclosed is a percentage amount.</p> <p>The Authority weighed the competing public interest</p>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>Schedule 4)</p> <p>Section 32(1)(d) and item 4(b) and (d) of the Table to section 14</p> <p>The disclosure of this information would:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins; and</li> <li>• prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the disclosure of this information would lead to a disclosure of the developer's internal rate of return for the project. The disclosure of the developer's profit margin on an individual project of the significance of Barangaroo to its competitors in particular, and the commercial development industry in general would put it at a substantial competitive disadvantage in relation to future development opportunities; and</p> <p>(b) to the extent that there is a competing public interest in knowing the formula, this is outweighed by the significant prejudicial effect disclosure would have on the legitimate business interests of the developer.</p>
33.	Clause 25.3(h) - entire paragraph	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</p>	<p>The information that has been not disclosed is information regarding the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2A above.</p>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
34.	Clause 25.4(d)(i)-(ii) (dates)	<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) and item 4(b) and (d) of the Table to section 14</p> <p>The disclosure of this information would:</p> <ul style="list-style-type: none"> <li>• prejudice the developer in future negotiations such that there would be a substantial commercial disadvantage to the developer; and</li> <li>• provide insight into the developer's cost structures.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>The information that has been redacted is a date.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) under the contract, if the Hotel Approval Date is achieved before the masked date, the Vacation Dates will be brought forward. Alternatively, if the Hotel Approval Date is not achieved before the masked date, the Vacation Dates may be extended; and</p> <p>(b) of the reasons set out in items 2G to M.</p>
35.	Clause 25.7(b) (dollar amount)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 4(b) and (d) of the Table to section 14</p> <ul style="list-style-type: none"> <li>• The disclosure of this information (or the combination of this information with other information that is not included) would:</li> <li>• disclose the developer's cost structure or profit margins; and</li> <li>• prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<ul style="list-style-type: none"> <li>• The information not disclosed is a dollar amount.</li> <li>• The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</li> </ul> <p>(a) that the information, together with other information, would reveal The developer's cost structure or profit margins. In bidding for other projects in the future, whether in NSW or elsewhere, it will be of advantage to the developer's competitors to be aware precisely what the developer has been prepared to commit to; and</p> <p>(b) to the extent that there is a competing public interest in knowing the formula, this is outweighed by the significant prejudicial effect disclosure would have on the legitimate business interests of the developer.</p>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
36.	Clauses 25.10 and 25.11 (liquidated damages regime)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 4(b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins; and</li> <li>• place the developer at a substantial commercial disadvantage in relation to competitive bids for future large infrastructure projects.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<ul style="list-style-type: none"> <li>• The information not disclosed in items 47, 48 and 49 relate to set milestones, extensions of those milestones, and the penalties that may apply if the milestones are not met.</li> <li>• The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: <ul style="list-style-type: none"> <li>(a) these milestones relate to the construction commencement and completion of fixed areas of GFA. Disclosure of the details of this regime would place the developer in an untenable position in relation to its negotiations with subcontractors, potential tenants and capital investors;</li> <li>(b) negotiations with contractors would be compromised where those contractors were aware of an impending milestone date which related to the scope of their work being negotiated. Contractors could seek to use these dates as leverage to achieve more favourable terms, including inflated prices. It could also influence behaviours in relation to contract administration and encourage contractors to moderate their rates of progress to engineer acceleration or prolongation claims;</li> <li>(c) similarly if potential tenants were aware of the value of the liquidated damages relating to an imminent milestone which related to their building, then they may seek to negotiate additional incentives such as fitout cost contributions, rent abatements and other accommodations to achieve timely completion;</li> <li>(d) potential capital partners may seek to use knowledge of this information to apply financial pressure which would otherwise be unavailable to it in the context of a highly</li> </ul> </li> </ul>
37.	Clause 25.12 and 25.14 (dollar amounts)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 4(b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins; and</li> <li>• prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<ul style="list-style-type: none"> <li>(a) these milestones relate to the construction commencement and completion of fixed areas of GFA. Disclosure of the details of this regime would place the developer in an untenable position in relation to its negotiations with subcontractors, potential tenants and capital investors;</li> <li>(b) negotiations with contractors would be compromised where those contractors were aware of an impending milestone date which related to the scope of their work being negotiated. Contractors could seek to use these dates as leverage to achieve more favourable terms, including inflated prices. It could also influence behaviours in relation to contract administration and encourage contractors to moderate their rates of progress to engineer acceleration or prolongation claims;</li> <li>(c) similarly if potential tenants were aware of the value of the liquidated damages relating to an imminent milestone which related to their building, then they may seek to negotiate additional incentives such as fitout cost contributions, rent abatements and other accommodations to achieve timely completion;</li> <li>(d) potential capital partners may seek to use knowledge of this information to apply financial pressure which would otherwise be unavailable to it in the context of a highly</li> </ul>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
			<p>competitive market;</p> <p>(e) in relation to competition for future land development opportunities, if the masked sections were disclosed, the developer would be at a substantial disadvantage in relation to its competitors. If these provisions were disclosed, any future contractors would be able to exploit knowledge of not only the risk profile, but also the exact financial amounts, that the developer has been prepared to accept to shape the preparation of their own proposals and approach to the tendering or negotiation process. The developer would have no such comparative knowledge. In the competitive market of large property developments, it is likely the terms of the agreement will be a useful reference, and the developer would be denied any competitive advantage in that market.</p>
38.	Clauses 31.2(b)(iii) and 32.1(b) and (c)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business</p>	<p>The information that has been not disclosed is information regarding the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2A above.</p>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		interests of the Authority and the developer.	
39.	Clause 35.16 (dollar amounts)	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 4(b) and (d) of the Table to section 14</p> <p>The disclosure of this information would prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>The information not disclosed are the dollar amounts, above which a claim must be referred to the Authority.</p> <ul style="list-style-type: none"> <li>• The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because <ul style="list-style-type: none"> <li>(a) the effect of this clause is to involve the Authority in the investigation and resolution of any claim over a set limit, rather than allowing the developer to manage such matters internally. If the precise limit were to be disclosed, it would give the contractors the ability to inflate the estimate of their claims to ensure the Authority will be involved and so increase the administrative burden of the developer and potentially the time frame within which the matter is to be resolved; and</li> <li>(b) to the extent that there is a competing public interest in knowing the dollar limit, this is outweighed by the significant prejudicial effect disclosure would have on the legitimate business interests of the developer.</li> </ul> </li> </ul>
40.	Clause 39.1(a) and (c) (dollar amounts)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 4(b) and (d) of the Table to section 14</p> <p>The disclosure of this information would:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins; and</li> <li>• prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer.</li> </ul>	<p>The information not disclosed are dollar amounts regarding the value of bank guarantees required to be issued by the developer.</p> <ul style="list-style-type: none"> <li>• The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: <ul style="list-style-type: none"> <li>(a) the amounts which have been redacted are the values of the bank guarantee security which the developer is required to lodge with the Authority. This represents a significant liability to the developer. Disclosure of this information would give the finance industry generally transparency of its current exposure which may</li> </ul> </li> </ul>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>detrimentally affects its ability to procure finance in the future;</p> <p>(b) in bidding for other projects in the future, whether in NSW or elsewhere, it will be of advantage to the developer's competitors to be aware precisely what the developer has been prepared to agree to for the value of bank guarantee security; and</p> <p>(c) to the extent that there is a competing public interest in knowing the value of the bank guarantee security provided, this is outweighed by the significant prejudicial effect disclosure would have on the legitimate business interests of the developer.</p>
41.	<p>Clause 39.2(a), (b) and (f)(i) (dollar amounts)</p>	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 4(b) and (d) of the Table to section 14</p> <p>The disclosure of this information would:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins; and</li> <li>• prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>The information not disclosed is dollar amounts regarding the value of bank guarantees required to be issued by the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out in Item 40 above.</p>
42.	<p>Schedule 2A (Staging Licence terms for BDA Development Block 5) to Schedule 2F (Staging</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) and item 4(b) and (d) of the Table to</p>	<p>The information that has not been disclosed is the dates by which the site must be vacated by the developer as they appear on plans.</p> <p>The Authority weighed the competing public interest</p>

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	Licence terms for BDA Development Block 7 Foreshore) - dates on Plans	<p>section 14</p> <p>The disclosure of this information would:</p> <ul style="list-style-type: none"> <li>• prejudice the developer in future negotiations such that there would be a substantial commercial disadvantage to the developer; and</li> <li>• provide insight into the developer's cost structures.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out in 2G above.</p>
43.	Schedule 3 (Climate Positive Benchmarks) - dollar amount in clause 1.3(h)(ii)	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins; and</li> <li>• prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>The information that has been masked is a dollar amount.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the disclosure of this figure, together with other information, would reveal the cost structure or profit margin of the developer, and the cost of the various sustainability measures that the developer has agreed to implement. It provides another layer of the cost structure of the sustainability regime for the project and clearly shows the apportioned amount which is being funded by the developer in various scenarios and by various dates;</p> <p>(b) if this information were disclosed to the developer's competitors, it would confer a commercial advantage on them when bidding for other large developments in NSW and elsewhere;</p> <p>(c) if this information was available to the market which supplies these sustainability initiatives it is likely that the value of this contribution would be eroded by inflated prices. This is not in the best interests of the public at this time;</p>

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			<p>(d) the developer's sustainability regime was innovative and novel and the result of significant intellectual investment;</p> <p>(e) the public interest in the detail of the proposed sustainability measures to be implemented as part of the Project, and the measurement of the developer's sustainability programme and aspirations have been disclosed, including the climate positive benchmarks. The public interest has been served by the disclosure of this information.</p>
44.	Schedule 4 (Environmental Initiatives) - Maximum Investment dollar values in the table in clause 1.8	<p>Section 32(1)(a) and definition (b) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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 developer's cost structure or profit margins.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>The information not disclosed are the dollar amounts.</p> <ul style="list-style-type: none"> <li>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the same reasons in item 11 above.</li> </ul>
45.	Schedule 6 (Barangaroo Works Costs) - entire schedule with the exception of the heading to that schedule	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 4(b) and (d) of the Table to section 14</p> <p>The disclosure of this information would:</p> <ul style="list-style-type: none"> <li>disclose the developer's cost structure or profit margins; and</li> <li>prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the</li> </ul>	<p>The information not in this schedule is the detailed cost basis on which the developer bid for the public works components of the project.</p> <ul style="list-style-type: none"> <li>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: <ul style="list-style-type: none"> <li>(a) disclosure of this information would reveal sensitive pricing and cost structuring information. Disclosure of this information would reveal the basis of determining costs, and would place the developer at a substantial</li> </ul> </li> </ul>

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		<p>developer.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>commercial disadvantage to its competitors in relation to future development opportunities, or in negotiating the costs of the proposed works with contractors; and</p> <p>(b) to the extent that there is a competing public interest in knowing the value of the public works bid by the developer, this is outweighed by the significant prejudicial effect disclosure would have on the legitimate business interests of the developer.</p>
46.	<p>Schedule 7 (financial arrangement) - Other Remaining Remediation Works - entire schedule with the exception of the heading to that schedule and clause 1.1</p>	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins; and</li> <li>• prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of both the developer and the Authority.</p>	<p>The information not disclosed relates to item 2AA above.</p> <ul style="list-style-type: none"> <li>• The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information: <ul style="list-style-type: none"> <li>(a) for the same reasons set out in item 2E; and</li> <li>(b) because disclosure of the information would disclose part of the developer's costs structure which, together with other information, would reveal the cost structure of the developer. Disclosure of this information would reveal the basis of determining costs, and would place the developer at a substantial commercial disadvantage to its competitors in relation to future development opportunities.</li> </ul> </li> </ul>
47.	<p>Schedule 8 (financial arrangement and formula) - PDA Remediation Works - entire schedule with the exception of the heading to that schedule and</p>	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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</p>	<p>The information that has not been disclosed concerns the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2E above.</p>

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	clause 1	<p>included) would:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> <li>• The Authority is satisfied that the disclosure of this information could reasonably be expected to reveal commercial in confidence provisions of a government contract; and prejudice the legitimate business, commercial and financial interests of both the developer and the Authority.</li> </ul>	
48.	Schedule 9 - entire schedule including schedule name	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul> <p>The Authority is satisfied that the disclosure of this information could reasonably be expected to reveal commercial in confidence provisions of a government contract; and prejudice the legitimate business, commercial and financial interests of both the developer</p>	<p>The information that has not been disclosed concerns the allocation of cost and risk of remediation works as between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because of the reasons set out at 2E above.</p>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		and the Authority.	
49.	Schedules 9A, 9B and 9C- entire schedule including schedule name	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the Authority and the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the Authority and the developer.</p>	<p>The information that has not been disclosed is the entirety of the Schedules, including the heading to those Schedules.</p> <p>The Authority 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 item 2A.</p>
50.	Schedule 10 - Definition of Relevant Works (paragraph (a)(i)), clause appearing under the definition of "VeruTEK" including the heading to that clause and paragraphs (a) and (b), 2(f)(iii), 2(f) (postamble), 2(t),	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 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:</p> <ul style="list-style-type: none"> <li>• disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and</li> <li>• prejudice the Authority and the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to</li> </ul>	<p>The information not disclosed concerns procedure for selection of the appropriate methodology for remediation of the Declaration Area and the allocation of risk for remediation works between the Authority and the developer.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information:</p> <p>(a) for the reasons set out at 2E above;</p> <p>(b) because disclosure of this information would disclose the principals to be followed for determination of remediation methodologies. This disclosure would prejudice the developer's ability to negotiate commercially competitive deals with future contractors</p>

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		<p>the Authority and the developer.</p> <p>The Authority is satisfied that the disclosure of this information (or the combination of this information with other information that is not included) could reasonably be expected to reveal commercial in confidence provisions of a government contract and prejudice the legitimate business, commercial and financial interests of both the developer and the Authority.</p>	<p>for remedial works, as future contractors may structure their proposals in a particular fashion to influence the developer's analysis of their bids;</p> <p>(c) intellectual investment was made by the developer in coming up with a pricing mechanism which fosters an alignment of principles between the Authority and the developer, to ensure the best outcome for the project, and the public. This approach is innovative and provided the developer with a competitive advantage in the tender process. Disclosure of the details of this mechanism would result in prejudice to the developer when bidding on other large government development projects as its competitors would be in possession of these highly sensitive details, whereas the developer would have no such corresponding information. Similarly, disclosure of this mechanism may prejudice the Authority when tendering or negotiating future development works; and</p> <p>(d) to the extent that there is a competing public interest in knowing the calculation of these matters, this is outweighed by the significant prejudicial effect disclosure would have on the legitimate business interests of the developer and the Authority.</p>
51.	Annexure F (Development Program) - 1st column (dates) to last column (\$ values) in Table, excluding four milestones in the final row	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 4(b) and (d) of the Table to section 14</p> <p>The disclosure of this information would:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins; and</li> <li>• prejudice the developer in future negotiations with potential contractors such that there would be a</li> </ul>	<p>The information not disclosed consists of specific details regarding the development program.</p> <ul style="list-style-type: none"> <li>• The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</li> </ul> <p>(a) disclosure of the information would disclose operational information, including key milestone dates. The disclosure of this information could allow competitors, subcontractors, unions and other relevant industry participants to gain a degree of leverage over the</p>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>substantial commercial disadvantage to the developer.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>developer which could distort the normal conduct of commercial negotiations and have an unreasonable effect on the developer's business affairs;</p> <p>(b) if information such as key milestone dates were made available to subcontractors engaged in commercial negotiations with the developer, it may allow those subcontractors to apply otherwise unavailable commercial pressure to extract more favourable commercial terms from the developer; and</p> <p>(c) the public interest in knowing what the developer is required to deliver in public domain works is partially satisfied by the disclosure of the final row of each table. In this way the public interest is served without compromising the developer's ability to deliver its obligations under the agreement in a neutral market environment; and</p> <p>(d) to the extent that there is a residual competing public interest in knowing the values of the public domain works, this is outweighed by the significant prejudicial effect disclosure would have on the legitimate business interests of the developer.</p>
52.	Annexure G (Agreed Design Documents) - all drawings	<p>Section 32(1)(a) and definition (d) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 4(c) and (d) of the Table to section 14</p> <p>The disclosure of this information would disclose intellectual property in which the developer has an interest.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>The information not disclosed comprises the Agreed Design Documents.</p> <ul style="list-style-type: none"> <li>• The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: <ul style="list-style-type: none"> <li>(a) disclosure would reveal intellectual property in which the developer has an interest. The Agreed Design Documents represent the outcome of a significant investment by the developer in developing a workable concept for the development of the Barangaroo site in partnership with the Authority, and the developer has</li> </ul> </li> </ul>

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			<p>an interest in protecting the intellectual property generated in this area. This information has commercial value which would be diminished by disclosure, such that disclosure would prejudice the developer's legitimate business or commercial interests;</p> <p>(b) the disclosure of the non-conforming and conforming Agreed Design Documents prior to final planning and Authority approval would place the developer at a substantial commercial disadvantage; and</p> <p>(c) the public interest in knowing what the design of the proposed development the subject of the agreement comprises will be addressed through the environmental planning assessment process under Part 3A of the Environmental Planning and Assessment Act 1979. This Act mandates public exhibition and consultation in relation to any concept plan or project approval application lodged for the site.</p>
53.	Annexure M (Current Climate Positive Work Plan) - Relevant Dates and critical milestone dates and various other dates interspersed in Plan, Appendix A (Bid columns on pages 77, 79 and 80), Appendix B (Gantt chart on pages 82 and 83) and pages 84 to final page	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 4(b) and (d) of the Table to section 14</p> <p>The disclosure of this information would:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins; and</li> <li>• prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business</p>	<p>The information redacted is dates.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the purpose of the Climate Positive Work Plan is to set out how the project will be undertaken to ensure climate benchmarks, social sustainability and other initiatives can be exceeded. The redacted material is dates within that plan. The redacted dates provide information on the timing of delivery of those initiatives and, together with other information, would provide lucidity on the timing of the developer's obligations under the contract;</p> <p>(b) the disclosure of this material may provide insight into the scope of risks assumed by the developer in relation to the timing of the delivery of environmental</p>

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		interests of the developer.	<p>initiatives. Accordingly, this information may provide insight into components of the developer's cost structure and profit margins;</p> <p>(c) for the reasons set out in item 45;</p> <p>(d) knowledge of the developer's timing obligations will likely impact upon the developer's ability to negotiate with other parties both in relation to environmental initiatives for this contract and other contracts it may wish to bid on elsewhere. Revealing this information is therefore reasonably expected to diminish the competitive commercial value of that information to the developer and prejudice the business, commercial and financial interests of the developer; and</p> <p>(e) the existence of the various Relevant Dates and details relating to each initiative have been set out in detail. In light of this disclosure, there is an overriding public interest against the disclosure of the precise dates involved.</p>
54.	Annexure P2 (Term Sheet BMS and Green Utilities) - Items 4 (partial), 10, 11, 16, 17, 18, 19A and 19B	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and item 4(b) and (d) of the Table to section 14</p> <p>The disclosure of this information would:</p> <ul style="list-style-type: none"> <li>• disclose the developer's cost structure or profit margins; and</li> <li>• prejudice the developer in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the developer.</li> </ul> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the developer.</p>	<p>The information redacted is words in Items 4 (partial), 10, 11, 16, 17, 18, 19A and 19B of the Term Sheet.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) exposing the masked information is reasonably expected to provide insight into the apportionment of risks between the developer and the agency, thereby providing insight into the developer's cost structure and profit margins;</p> <p>(b) revealing the masked information is reasonably expected to impact upon the developer's ability to negotiate in similar projects, particularly in relation to the apportionment of risk, and may create an expectation in the market that similar contractual</p>

Item	Agreement Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
			<p>terms may be negotiated. This is expected to diminish the competitive commercial value of that information to the developer and prejudice its legitimate business, commercial and financial interests; and</p> <p>(c) while there is a public interest in revealing the apportionment of risks between the parties, this consideration is outweighed by the concerns above.</p>
55.	Annexure R, item under "Remediation required to Hickson Road" in Risk Allocation Table	Section 32(1)(d) and item 4(d) of the Table to section 14 The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business, commercial and financial interests of the Authority.	<p>The information not disclosed relates to the risk allocation between the developer and the Authority with respect to remediation of certain contamination.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the same reasons in item 2E above.</p>