

Government Information (Public Access) Act 2009 Explanatory Table - Crown Development Agreement

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, Crown 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.

A reference in this table to the "developer" is a reference to Lendlease.

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, Annexure or Exhibit heading as set out in the table below		
2.	Clause 1.1, Definitions		
	A. Definition of Approved Operator (name of potential operator) - paragraph (a)	<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 parties in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the parties.</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 parties.</p>	<p>The name of a potential operator was masked in this definition.</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 place the parties 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 approved operator is unaware of its preferred status. If this position was disclosed then the operator would have a significant competitive advantage in an otherwise small potential pool of operators. This would severely compromise the parties' negotiations with this operator; and</p> <p>(c) while there may be a public interest in knowing the operator with whom the parties 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 parties that is reasonably expected to</p>

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			occur if the name was disclosed.
	A. Definition for Crown Development Costs Amount (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 included) would:</p> <ul style="list-style-type: none"> • disclose the parties' cost structure or profit margins; and • prejudice the parties in future negotiations such that there would be a substantial commercial disadvantage to the parties. <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 parties.</p>	<p>The information not disclosed is the dollar value of the Crown Development Costs 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) under the contract, the Crown Development Costs Amount is used to calculate various payments in respect of the project including the Developer Contribution (being the contributions payable by Crown) and amounts with respect to the Building Integrated Art Plan. Revealing this amount is reasonably expected to provide insight into the cost structures and profit margins for the parties;</p> <p>(b) the redacted material, in conjunction with other redacted material, reveals a unique risk sharing arrangement between the parties. Revealing this information will diminish the competitive commercial value of that information to the parties;</p> <p>(c) knowledge of the quantum of the Crown Development Costs Amount is reasonably expected to diminish the parties' respective positions in negotiations, including in negotiations with subcontractors and others. The exposure of this amount might also be expected to harm the developer's negotiating position when bidding on other contracts; and</p> <p>(d) the public interest has been served by revealing the existence of the Crown Development Costs Amount, together with the use of that amount to calculate other payments under the contract. In light of this disclosure, there is an overriding public interest against the disclosure of the precise figure which comprises the Crown Development Costs Amount.</p>

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	B. Definition for Crown trigger Event (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) 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"> • disclose the parties' cost structure or profit margins <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract.</p>	<p>The information that has not been 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 masked information is a dollar amount owing to the Authority which, if exceeded, constitutes a Crown Trigger Event under the contract. This threshold amount may determine whether a Crown Event has occurred and may result in the Authority having rights to terminate the contract. Knowledge of payment amounts which may trigger termination rights is expected to provide insight into Crown's cost structures;</p> <p>(b) the public interest has been served by revealing the existence of exceeding a failure to pay threshold is a Crown Trigger Event, together with the consequences of there being a Crown Trigger Event. In light of this disclosure the Authority considers there is an overriding public interest against the disclosure of the precise figure involved.</p>
	C. Date for Vacation of BDA Development Block 5 (date)	Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)	<p>The information that has been redacted is information relating to the dates by which the site must be vacated.</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>
	D. Date for Vacation of BDA Development Block 5 Foreshore (date)	<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"> • prejudice the parties in future negotiations such that there would be a substantial commercial disadvantage to the parties; and • provide insight into the parties' cost structures. 	<p>(c) disclosure of the masked dates would expose the various dates for vacation. Revealing these dates is reasonably expected to prejudice the parties' ability to negotiate with third parties, particularly subcontractors with respect to timing. This is expected to prejudice the parties' legitimate business, commercial and financial interests;</p>
	E. Date for Vacation of BDA Development Block 6 (date)	<ul style="list-style-type: none"> • provide insight into the parties' cost structures. 	
	F. Date for Vacation of BDA Development Block 6 Foreshore	The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business	<p>(d) failure to achieve certain Vacation Dates results in</p>

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	(date)	interests of the parties.	<p>adverse consequences to the developer under the Project Development Agreement, including, for some Vacation Dates, resulting in the payment of liquidated damages. Crown also has obligations with respect to the Vacation Dates under the contract. Revealing this information is expected to impede the parties' ability to negotiate similar contracts in the future or to negotiate with subcontractors, particularly in respect of Vacation Dates and project timing generally;</p> <p>(e) exposing the redacted information is reasonably expected to provide insight into the parties' ability to complete certain works. This provides insight in the parties' abilities and how the parties' may have priced aspects of the project. This is reasonably expected to provide lucidity on the parties' cost structures; and</p> <p>(f) the public interest has been served by revealing the various Vacation Dates, certain consequences if those Vacation Dates are not met and a regime for granting extensions in the Project Development Agreement. In light of these disclosures, there is an overriding public interest against the disclosure of the precise dates involved.</p>
	G. Date for Vacation of BDA Development Block 7 (date)		
	H. Date for Vacation of BDA Development Block 7 Foreshore (date)		
	I. Hotel Resort DA Sunset Date (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"> prejudice the parties in future negotiations such that there would be a substantial commercial disadvantage to the parties. <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions</p>	<p>The information 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) the redacted material sets out the Hotel Resort DA Sunset Date. If the Hotel Resort DA Conditions are not satisfied by the Hotel Resort DA Sunset Date, the Authority, Lendlease and Crown must meet and negotiate in good faith to consult and discuss possible courses of action to deal with the non-satisfaction of the Hotel Resort DA Conditions. Failure to reach such an agreement may trigger rights to terminate</p>

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		of the contract and prejudice the legitimate business interests of the parties.	<p>under the contract;</p> <p>(b) the disclosure of this material may provide insight into the scope of risks assumed by the parties in relation to the timing of the satisfaction of development conditions;</p> <p>(c) knowledge of the parties' timing obligations in relation to satisfying development conditions will likely impact upon the parties' ability to negotiate with other parties both in relation to this contract and other contracts it may wish to bid on elsewhere. In particular, the parties' ability to negotiate with sub-contractors in relation to the satisfaction of development is expected to be affected if the redacted information is revealed. Revealing this information is therefore reasonably expected to diminish the competitive commercial value of that information to the parties and prejudice the business, commercial and financial interests of the parties; and</p> <p>(d) the existence of the Hotel Resort DA Sunset Date and various the implications if that date is not achieved have been set out in the contract. In light of this disclosure, there is an overriding public interest against the disclosure of the precise date involved.</p>
	J. Two definitions immediately preceding the definition of "Key Worker Housing"	<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"> • disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and • prejudice the Authority and the developer in future 	<p>The information that has not been disclosed is the entirety of the definition, including the defined term.</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 defined term relates to the allocation of remediation cost and risk which has been commercially negotiated with the Authority;</p> <p>(b) if the redacted information was disclosed, future contractors may be able to exploit knowledge of the risk profile that each of the parties has been prepared to</p>

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		<p>negotiations with potential contractors such that there would be a substantial commercial disadvantage to 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>accept to shape the preparation of their own proposals and approach to the tendering or negotiation process. This is expected to substantially reduce the value of that information to the parties;</p> <p>(c) the disclosure of this information (or the combination of this information with other information that is not disclosed) may prejudice negotiations with the party responsible for the contamination the subject of remedial works, or anticipated cost-recovery proceedings under the Contaminated Land Management Act 1997 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>(d) while there is a public interest to see the precise level and nature of commercial risk assumed by the Authority and the parties with respect to contamination, 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; and</p> <p>(e) the defined term itself carries sensitivity for the reasons set out directly above.</p>
	<p>K. Definition for Last Date for Practical Completion</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>	<p>The information that has been masked is a timeframe.</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 items 18 to 26.</p>

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		<ul style="list-style-type: none"> prejudice Crown in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to Crown. <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract, diminish the value of that information to Crown and prejudice Crown's legitimate business interests.</p>	
	L. LLMP Residential Buildings	<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"> disclose the developer's and Crown's cost structure or profit margins; prejudice the developer and Crown in future negotiations such that there would be a substantial commercial disadvantage to the parties. <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 and Crown.</p>	<p>The masked information is words and numbers.</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 7.</p>
	M. Mod 8 Sunset Date (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"> prejudice the parties in future negotiations such that there would be a substantial commercial 	<p>The information that has not been disclosed is the Mod 8 Sunset 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) the redacted material sets out the Mod 8 Sunset Date. If the Mod 8 Conditions are not satisfied by the Mod 8 Sunset Date, the Authority, Lendlease and Crown must</p>

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		<p>disadvantage to the parties; and</p> <ul style="list-style-type: none"> provide insight into the parties' cost structures. <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 parties.</p>	<p>meet and negotiate in good faith to consult and discuss possible courses of action to deal with the non-satisfaction of the Mod 8 Conditions. Failure to reach such an agreement may trigger rights to terminate under the contract; and</p> <p>(b) of the reasons set out at 2I(b) to (d) above.</p>
	<p>N. Definition immediately below the definition for Plan of Subdivision (a 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"> disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and 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. <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 redacted is the entirety of the definition, including the defined term.</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 at 2J above.</p>
	<p>O. Definition for Public Art and Cultural Development Contribution (dollar amount)</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 information that has been masked is a dollar amount which constitutes a contribution from Crown for various aspects of the project.</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>P. Definition for Substantially Commenced (dollar</p>	<p>The disclosure of this information (or the combination of this information with other information that is not</p>	

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	amount) - paragraph (b)	<p>included) would:</p> <ul style="list-style-type: none"> • disclose the parties' cost structure or profit margins; and • prejudice the parties in future negotiations such that there would be a substantial commercial disadvantage to the parties. <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 parties.</p>	
3.	Clause 4.1(b) (date)	<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"> • prejudice Crown in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to Crown. <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract, diminish the value of that information to Crown and prejudice Crown's legitimate business interests.</p>	<p>The information that has been masked 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 for the reasons set out in item 15.</p>
4.	Clause 4.3(a) (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 that has been masked is the dollar amount of a bank guarantee payable by Crown to 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 redacted material relates to Crown's obligation to provide bank guarantees to secure obligations it has</p>

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		<p>included) would:</p> <ul style="list-style-type: none"> • disclose Crown's cost structure or profit margins; • prejudice Crown in future negotiations such that there would be a substantial commercial disadvantage to the parties. <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 Crown.</p>	<p>under the contract with respect to Early Works and Site Establishment. Accordingly, disclosure of this amount would provide visibility on the risks Crown has assumed, thereby providing insight into Crown's cost structure and profit margins and also prejudicing the business, commercial and financial interests of Crown;</p> <p>(b) revealing the extent of Crown's financial undertaking is reasonably expected to have adverse impacts on Crown's ability to negotiate with other parties. Revealing this information will therefore diminish the competitive commercial value of that information to Crown; and</p> <p>(c) if the masked information was disclosed parties dealing with Crown in the future may demand comparable terms. Revealing the redacted information is therefore expected to prejudice Crown in future negotiations, prejudice its legitimate interest and reduce the value of that information to Crown.</p>
5.	Clause 4.6(a)(i)(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"> • disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and • 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. 	<p>The information that has been redacted is words.</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 at 2J above.</p>

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6.	Clause 4.7(a)(iii) (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 included) would:</p> <ul style="list-style-type: none"> • disclose Crown's cost structure or profit margins; • prejudice Crown in future negotiations such that there would be a substantial commercial disadvantage to the parties. <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 Crown.</p>	<p>The information that has not been disclosed is the dollar amount of a bank guarantee payable by Crown to the developer with respect to the remaining Crown 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 item 4 above.</p>
7.	Clause 5.4(d)(i)-(ii) and (e)	<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"> • disclose the developer's and Crown's cost structure or profit margins; • prejudice the developer and Crown in future negotiations such that there would be a substantial commercial disadvantage to the parties. 	<p>The masked information is words.</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 apportionment of risks between Crown and Lendlease with respect to risks associated with other developments within Barangaroo South. The masked information therefore provides insight into the level of risk that Crown and Lendlease were prepared to price and accept with respect to other such developments. This in turn is reasonably expected to provide insight into the parties' cost structures and profit margins;</p>

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		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 and Crown.	<p>(b) revealing Lendlease and Crown's appetite for risk is reasonably expected to place those parties at a substantial commercial disadvantage in projects of a similar nature or in related contracts. This is also expected to prejudice their legitimate business, commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the remaining provisions relating to the risk of other developments. In light of this disclosure there is an overriding public interest against the disclosure of the masked information.</p>
8.	Clause 5.13(b), (c)(ii), (c)(iv), (e)(ii), (j), (j)(ii), and (j)(iii) (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"> • disclose Crown's cost structure or profit margins; • prejudice Crown in future negotiations such that there would be a substantial commercial disadvantage to the parties. <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 Crown.</p>	<p>The information that has not been disclosed is dollar.</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 relates to a financial contribution to be made by Crown in order to delete the Clip On Boardwalk from the Crown Works to fund alternate works. The masked information therefore provides direct insight into the cost of the Clip On Boardwalk to Crown and discloses aspects of Crown's costs structures;</p> <p>(b) of the reasons set out in item 4(b) to (c).</p>
9.	Clause 5.15 - entire clause	<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 redacted is the entirety of the clause, including the heading to that clause.</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 at 2J above.</p>

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		<p>included) would:</p> <ul style="list-style-type: none"> • disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and • 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. <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>	
10.	<p>Clauses 7.2, 8.1(c)(i)-(iii), 8.2(a), 8.3(a), (c)(i), (f)(ii) and (i) and 8.4(a), (c)(i), (f)(ii) and (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 (or the combination of this information with other information that is not included) would:</p> <ul style="list-style-type: none"> • disclose the parties' cost structure or profit margins; and • prejudice the parties in future negotiations such that there would be a substantial commercial disadvantage to the parties. <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 parties.</p>	<p>The information that has not been disclosed is dollar amounts which would reveal the Crown Development Costs 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 of the reasons set out at item 2A above.</p>
11.	<p>Clauses 10.11(a) and (b) and 10.12(a) second column in rows 1-5 (dollar amounts in liquidated damages)</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 been masked is dollar amounts.</p> <p>The Authority weighed the competing public interest considerations and determined that there was an overriding</p>

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	regime)	<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"> • disclose Crown's cost structure or profit margins; and • prejudice Crown in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to Crown. <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract, diminish the value of that information to Crown and prejudice Crown's legitimate business interests.</p>	<p>public interest against disclosure of this information because:</p> <p>(a) the redacted material sets out a dollar figure input in a calculation used in the contract to calculate liquidated damages to be paid to the Authority if Crown fails to achieve any Climate Positive Benchmark to the reasonable satisfaction of the Authority by the Climate Positive Relevant Date or any Climate Positive Initiative;</p> <p>(b) the disclosure of this amount would provide visibility on the amount and apportionment of delay risks assumed by Crown with respect to Climate Positive Benchmarks and Climate Positive Initiatives and may thereby reveal components of Crown's cost structure and profit margins;</p> <p>(c) by revealing the risk assumed by Crown with respect to achieving the Climate Positive Benchmarks and Climate Positive Initiatives, disclosure of the masked information reasonably expected to prejudice the business, commercial and financial interests of Crown; and</p> <p>(d) knowledge of the consequences of timing and delay with respect to Climate Positive Benchmarks or Climate Positive Initiatives is expected to have adverse impacts on Crown's ability to negotiate with its subcontractors and other related parties in relation to the delivery of aspects of the project which relate to those benchmarks or initiatives. Revealing this information will therefore diminish the competitive commercial value of that information to Crown.</p>
12.	Clauses 14.1(a) and (b) and 14.2(b)	<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 relates to dollar 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>

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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"> • disclose the parties' cost structure or profit margins; and • prejudice the parties in future negotiations such that there would be a substantial commercial disadvantage to the parties. <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 parties.</p>	<p>(a) the masked information relates to a financial contribution to be made by Crown. The masked information therefore provides direct insight into the cost of the Crown Works and discloses aspects of Crown's costs structures;</p> <p>(b) knowledge of the quantum of the above amounts could be reasonably expected to diminish the parties' respective positions in negotiations. This is reasonably expected to prejudice the parties legitimate business interests; and</p> <p>(c) the public interest has been served by revealing the existence of these amounts (without actually disclosing the sum payable). In light of this disclosure, there is an overriding public interest against the disclosure of the precise figures.</p>
13.	<p>Clauses 17.1(a)(i), (b)(ii), (b)(v)(B), 17.2(a) & (b), 17.3(d) & (e)(iii)(C), 17.4(e), 17.5, 17.8 and 17.9</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"> • disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and • 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. <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 words and numbers.</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 redacted information (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 parties;</p> <p>(b) in relation to competition for future land development opportunities, if this information was disclosed, the parties 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 parties has been prepared to accept to shape the preparation of their own proposals and approach to the tendering or negotiation process;</p>

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			<p>(c) the disclosure of the masked information (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 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>(d) 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 contract contains information of this kind, it had been disclosed;</p> <p>(e) while there is a public interest to see the precise level and nature of commercial risk assumed by the parties, 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; and</p> <p>(f) the heading to the clause is descriptive of the redacted information in that clause and is sensitive for the reasons set out above.</p>
14.	Clause 19.2(a)	Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) Section 32(1)(d) and item 4(b) and (d) of the Table to	<p>The information that has been redacted is words.</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</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"> • disclose the allocation of cost and risk of remediation works as between the Authority and the developer; and • 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. <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>reasons set out at 2J above.</p>
15.	<p>Clauses 19.2(e) and 19.5(b)(i) and (b)(ii) (date)</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"> • prejudice Crown in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to Crown. <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract, diminish the value of that information to Crown and prejudice Crown's legitimate business interests.</p>	<p>The information that has been masked 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) under the contract, the Crown Milestones will depend upon the date of Approval for the Early Works DA or Hotel Resort DA;</p> <p>(b) the redacted material therefore provides information on the timing of delivery of the works under the contract. The redacted information, together with other information which has also been redacted, would provide lucidity on the timing of Crown's obligations under the contract;</p> <p>(c) disclosure of the redacted material may provide insight into the scope of risks assumed by Crown in relation to the timing of works under the contract;</p> <p>(d) the redacted information, by revealing the timing of the</p>

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			<p>delivery of works by Crown may also provide lucidity on the nature, including duration of, Crown's requirement to finance various components of the contract. This may in turn divulge aspects of Crowns financial arrangements; and</p> <p>(e) knowledge of Crown's timing obligations will likely impact upon Crown's ability to negotiate with other parties both in relation to this contract and other contracts it may wish to enter in the future. In particular, Crown's ability to negotiate with sub-contractors in relation to timing of delivery of their components is expected to be affected if the redacted information is revealed. Revealing this information will therefore diminish the competitive commercial value of that information to Crown and prejudice the business, commercial and financial interests of Crown.</p>
16.	<p>Clause 22.8(a)(iii)(A) and (a)(iii)(B) (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 (or the combination of this information with other information that is not included) would:</p> <ul style="list-style-type: none"> • disclose the parties' cost structure or profit margins; and • prejudice the parties in future negotiations such that there would be a substantial commercial disadvantage to the parties. <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 parties.</p>	<p>The information redacted is dollar figures relating to the initial licence fee.</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, Crown is required to deliver a copy of the Long Term Licence in the form of the Pro forma Public Domain Licence completed by the insertion of various details including the initial licence fee. Revealing the initial licence fee is reasonably expected to provide insight into the cost structures and profit margins for the parties;</p> <p>(b) knowledge of the quantum of the initial licence amount is reasonably expected to diminish the parties' respective positions in negotiations. This is reasonably expected to prejudice the parties legitimate business interests; and</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
			(c) the public interest has been served by revealing the existence of the Long Term Licence and details concerning its provisions in the Pro forma Public Domain Licence. In light of this disclosure, there is an overriding public interest against the disclosure of the precise figure which comprises the initial licence fee.
17.	Clause 28.15 (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 Crown in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to Crown.</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 Crown.</p>	<p>The information not disclosed are the dollar amounts, above which a claim must be referred to the Authority.</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 effect of this clause is to involve the Authority in the investigation and resolution of any claim over a set limit, rather than allowing Crown 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 Crown and potentially the time frame within which the matter is to be resolved; and</p> <p>(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 Crown.</p>
18.	Annexure 2 - Construction Zone Sub-Licence terms (dates on Plans)	<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 been masked is dates or timeframes.</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>
19.	Annexure 3 - Staging Licences (dates on Plans)	<p>The disclosure of this information (or the combination of this information with other information that is not included) would:</p>	<p>(a) The information that has been not disclosed is information relating to the validity and expiry of the relevant licences and the completion of certain milestones. Hence, the masked dates describe when the parties must be off the relevant part of the</p>
20.	Annexure 4 - Staging	<ul style="list-style-type: none"> prejudice Crown in future negotiations with potential 	

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	Sub-Licence terms for BDA Development Block 5 (date on Plan)	contractors such that there would be a substantial commercial disadvantage to Crown.	Barangaroo site and have reached certain milestones; and
21.	Annexure 5 - Staging Sub-Licence terms for BDA Development Block 5 Foreshore (date on Plan)	The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract, diminish the value of that information to Crown and prejudice Crown's legitimate business interests.	(b) of the reasons set out in item 15(b) to (e).
22.	Annexure 6 - Staging Sub-Licence terms for BDA Development Block 6 (date on Plan)		
23.	Annexure 7 - Staging Sub-Licence terms for BDA Development Block 6 Foreshore (date on Plan)		
24.	Annexure 8 - Staging Sub-Licence terms for BDA Development Block 7 (date on Plan)		
25.	Annexure 9 - Staging Sub-Licence terms for BDA Development Block 7 Foreshore (date on Plan)		
26.	Annexure 11 - Milestone Schedule (all Milestone Dates and date descriptions in right column)		
27.	Annexure 20 - Control Plan - entirety of the	Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1,	The masked information is a plan. The Authority weighed the competing public interest

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	Annexure with the exception of the Annexure heading	<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"> • disclose the developer's and Crown's cost structure or profit margins; • prejudice the developer and Crown in future negotiations such that there would be a substantial commercial disadvantage to the parties. <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 and Crown.</p>	<p>considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in item 7.</p>
28.	Annexure 21 - Proposed Premises Plan (key)	<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"> • disclose the parties' cost structure or profit margins; and • prejudice the parties in future negotiations with potential contractors such that there would be a substantial commercial disadvantage to the parties. <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 parties.</p>	<p>The masked information is the Basement Wall Cost Sharing Agreement Legend on the right hand side of pages 330, 331 and 332.</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 redacted information is a key which sets out the apportionment of costs for basement walls between the parties. Exposing the masked information is reasonably expected to provide insight into the apportionment of risks shared between the parties, thereby providing insight into the parties' cost structure and profit margins;</p> <p>(b) revealing the masked information is reasonably expected to impact upon the parties' ability to negotiate in similar projects, particularly in relation to the apportionment of costs for basement walls,</p>

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			<p>and may create an expectation in the market that similar contractual terms may be negotiated. This is expected to diminish the competitive commercial value of that information to the parties and prejudice their legitimate business, commercial and financial interests; and</p> <p>(c) while there is a public interest in revealing the apportionment of costs for basement walls between the parties, this consideration is outweighed by the concerns above.</p>
29.	Annexure 27 (Pro forma Hotel Resort Lease) - definition of "Rent" (dollar figure)	<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"> • disclose the parties' cost structure or profit margins; and • prejudice the parties in future negotiations such that there would be a substantial commercial disadvantage to the parties. <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 parties.</p>	<p>The information not disclosed relates to dollar amounts. 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 12</p>
30.	Annexure 29 - Pro forma Strata Common Property Lease (entire Annexure save for the title)	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and items 1(b) and (f), 4 (b), 5(e) and 6(1) 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 redacted material is the entirety of Annexure 29 with the exception of the heading to that Annexure.</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>

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		<p>included) is reasonably expected to:</p> <ul style="list-style-type: none"> • prejudice the effective exercise of an agency's functions. • expose a person to an unfair advantage or disadvantage as a result of the premature disclosure of information concerning any proposed action or inaction of the Government or an agency. <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract.</p>	<p>(a) Annexure 29 contains a point in time draft of the Pro forma Strata Common Property Lease. This lease has not been negotiated and its terms are likely to change significantly before execution; and</p> <p>(b) of the reasons set out in item 33(a) to 33(e).</p>
31.	Annexure 30 - Pro forma Strata Residential Lot Lease (entire Annexure save for the title)	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and items 1(b) and (f), 4 (b), 5(e) and 6(1) 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) is reasonably expected to:</p> <ul style="list-style-type: none"> • prejudice the effective exercise of an agency's functions. • expose a person to an unfair advantage or disadvantage as a result of the premature disclosure of information concerning any proposed action or inaction of the Government or an agency. <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract.</p>	<p>The redacted material is the entirety of Annexure 30 with the exception of the heading to that Annexure.</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) Annexure 30 contains a point in time draft of the Pro forma Strata Residential Lot Lease. This lease has not been negotiated and its terms are likely to change significantly before execution; and</p> <p>(b) of the reasons set out in item 33(a) to 33(e).</p>
32.	Annexure 31 - Deed of consent (entire Annexure save for title)	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and items 1(b) and (f), 4 (b), 5(e) and 6(1) 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) is reasonably expected to:</p>	<p>The redacted material is the entirety of Annexure 31 with the exception of the heading to that Annexure.</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 33.</p>

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		<ul style="list-style-type: none"> • prejudice the effective exercise of an agency's functions. • prejudice Ministerial responsibility to Parliament. • expose a person to an unfair advantage or disadvantage as a result of the premature disclosure of information concerning any proposed action or inaction of the Government or an agency. • constitute a contravention of a provision of any other Act or statutory rule that prohibits the disclosure of information. <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract.</p>	
33.	Annexure 32 - Draft Restricted Gaming Facility Sub Lease (entire Annexure save for title)	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Section 32(1)(d) and items 1(b) and (f), 4 (b), 5(e) and 6(1) 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) is reasonably expected to:</p> <ul style="list-style-type: none"> • prejudice the effective exercise of an agency's functions. • prejudice Ministerial responsibility to Parliament. • expose a person to an unfair advantage or disadvantage as a result of the premature disclosure of information concerning any proposed action or inaction of the Government or an agency. • constitute a contravention of a provision of any other Act or statutory rule that prohibits the disclosure of information. <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract.</p>	<p>The redacted material is the entirety of Annexure 32 with the exception of the heading to that Annexure.</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> <ul style="list-style-type: none"> (a) Annexure 32 contains a point-in-time draft of the Restricted Gaming Facility Sub Lease with the Independent Liquor and Gaming Authority of New South Wales. Outstanding issues relating to the masked draft document have yet to be progressed between the parties or finalised in an executed document; (b) the publication of the draft agreement is reasonably expected to reveal commercial-in-confidence provisions of a government contract; (c) the publication of the draft agreement may prejudice the effective exercise of the Independent Liquor and Gaming Authority's functions, as a perception may be created that the terms of the agreement are effectively

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			<p>finalised prior to the Authority approving those agreements. This might reasonably be expected to interfere with negotiations;</p> <p>(d) the publication of the draft agreement which is not yet approved by the Minister may prejudice Ministerial responsibility to Parliament;</p> <p>(e) the publication of the draft agreement may expose the Independent Liquor and Gaming Authority or others to an unfair disadvantage in negotiations as a result of the premature disclosure of information concerning the proposed entry into the agreement by the parties; and</p> <p>(f) the publication of the draft agreement may also be subject to the secrecy provisions in the <i>Gaming and Liquor Administration Act 2007</i> (NSW) to the extent that the documents contain information concerning the business and commercial affairs of an applicant for a casino licence under the <i>Casino Control Act 1992</i> (NSW).</p>