

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of 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 the Authority, Grocon (CB) Developments Pty Limited or the NSW Government, 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 "Grocon (CB) Developments Pty Limited".

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
1.	Cover page - party, page 2 ('Parties')	Name and short-form description of party	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would provide insight into the commercial offer provided by the Developer and would place the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the contractual mechanisms which relate to the non-disclosed party.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
2.	Contents - clause 1.9 (title) and whole of clause 1.9	Title of clause and whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
3.	Contents - clause 1.10 (title) and whole of clause 1.10	Title of clause and whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project. Releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
4.	Contents - clause 5.2 (title) and whole of clause 5.2	Title of clause and whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence pricing mechanisms; and</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority the Developer and would therefore prejudice both the Authority's and Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
5.	Contents - clause 5.3 (title) and whole of clause 5.3	Title of clause and whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
6.	Contents - clause 5.4 (title) and whole of clause 5.4	Title of clause and whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms and funding arrangements which are commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority the Developer and would therefore prejudice both the Authority's and Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
7.	Contents - clause 6.2 (title) and whole of clause 6.2	Title of clause and whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
8.	Contents - clause 7.10 (title) and whole of clause 7.10	Title of clause and whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
9.	Contents - clause 8.4 (title) and whole of clause 8.4	Title of clause and whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
10.	Contents - clause 11.8 (title) and whole of clause 11.8	Title of clause and whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
11.	Contents - clause 17 (title) and whole of clause 17	Title of clause and whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul>

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No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
12.	Contents - clauses 18.1-18.3 (titles) and whole of clauses 18.1-18.3	Titles of clauses and whole of clauses	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
13.	Contents - clause 22.14 (title) and whole of clause 22.14	Title of clause and whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
14.	Contents - clause 25.2 and clause 25.4-25.6 inclusive (titles) and whole of clause 25.2 and clause 25.4-25.6	Titles of clauses and whole of clauses	<ul style="list-style-type: none"> <li>• s14, table 4(a): potential to place an agency at a competitive advantage or disadvantage in any market</li> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> <li>• s14, table 1(f): potential to prejudice the effective exercise by an agency of the agency's functions</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
15.	Contents - clauses 25A - 25EE inclusive (titles) and whole of clauses 25A - 25EE inclusive	Titles of clauses and whole of clauses	<ul style="list-style-type: none"> <li>• s14, table 4(a): potential to place an agency at a competitive advantage or disadvantage in any market</li> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> <li>• s14, table 1(f): potential to prejudice the effective exercise by an agency of the agency's functions</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> <li>• <b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</li> </ul>

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No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
16.	Contents - clause 45.7.8 (title) and whole of clause 45.7	Title of clause and whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
17.	<b>NOTE:</b> for explanatory notes on annexures to the Central Barangaroo Development Agreement (including redactions which appear in the table of contents to the Central Barangaroo Development Agreement), refer to part 2 of this document.			
18.	Clause 1.1 - defined term, page 2	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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19.	Clause 1.1 - defined term, page 3	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
20.	Clause 1.1 - defined term, page 4	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in negotiating conditions which are yet to be procured with third-parties.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
21.	Clause 1.1 - definition of 'Block Practical Completion' - parts (a)(i)-(ii), (b)(i)-(ii) and (c)(i)	Description of staging components	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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22.	Clause 1.1 - definition of 'Block Practical Completion' - parts (a)(vii), (b)(v) and (c)(vi)	Description of staging components	<ul style="list-style-type: none"> <li>• s14, table 4(a): potential to place an agency at a competitive advantage or disadvantage in any market</li> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> <li>• s14, table 1(f): potential to prejudice the effective exercise by an agency of the agency's functions</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> <li>• <b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</li> </ul>

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23.	Clause 1.1 - definition of 'Builder' - part (a)	Description of staging components	<ul style="list-style-type: none"> <li>• s14, table 4(a): potential to place an agency at a competitive advantage or disadvantage in any market</li> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> <li>• s14, table 1(f): potential to prejudice the effective exercise by an agency of the agency's functions</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially:               <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
24.	Clause 1.1 - definition of 'Building Contract' - part (a)(iv)-(v)	Description of staging components	<ul style="list-style-type: none"> <li>• s14, table 4(a): potential to place an agency at a competitive advantage or disadvantage in any market</li> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> <li>• s14, table 1(f): potential to prejudice the effective exercise by an agency of the agency's functions</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
25.	Clause 1.1 - definition of 'Call Offer Period' - parts (a)(i), (b)(i), (c) and (d)(i)	Description of staging components and timing for completion of works	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
26.	Clause 1.1 - definition of 'Carbon Neutral Obligations'	Particulars of carbon thresholds	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery requirements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
27.	Clause 1.1 - defined term, page 9	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
28.	Clause 1.1 - first redacted defined term, page 10	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
29.	Clause 1.1 - definition of 'Collaboration Deed'	Further particulars of Collaboration Deed	<ul style="list-style-type: none"> <li>s14, table 4(a): potential to place an agency at a competitive advantage or disadvantage in any market</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> <li>s14, table 1(f): potential to prejudice the effective exercise by an agency of the agency's functions</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
30.	Clause 1.1 - second redacted defined term, page 10	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
31.	Clause 1.1 - third redacted defined term, page 10	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
32.	Clause 1.1 - fourth redacted defined term, page 10	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
33.	Clause 1.1 - first redacted defined term, page 11	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
34.	Clause 1.1 - second redacted defined term, page 11	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
35.	Clause 1.1 - definition of 'Construction Commencement Bank Guarantee'	Dollar amount	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the quantum of security accepted by the Authority in evaluating the Developer's financial offer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
36.	Clause 1.1 - first redacted defined term - page 12	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
37.	Clause 1.1 - second redacted defined term - page 12	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
38.	Clause 1.1 - definition of 'Construction Commencement Bank Guarantee'	Dollar figures and particulars of the investment capital	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms and funding arrangements which are commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority the Developer and would therefore prejudice both the Authority's and Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
39.	Clause 1.1 - definition of 'Cultural Contribution'	Particulars of cultural contribution	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms and funding arrangements which are commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority the Developer and would therefore prejudice both the Authority's and Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
40.	Clause 1.1 - first redacted defined term - page 13	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
41.	Clause 1.1 - second redacted defined term - page 13	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms and funding arrangements which are commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority the Developer and would therefore prejudice both the Authority's and Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
42.	Clause 1.1 - third redacted defined term - page 13	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
43.	Clause 1.1 - fourth redacted defined term - page 13	Defined term	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms and funding arrangements which are commercially confidential for both the Authority and the Developer; and</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority the Developer and would therefore prejudice both the Authority's and Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
44.	Clause 1.1 - second redacted defined term - page 14	Defined term	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
45.	Clause 1.1 - definition of 'Cure Period'	Timeframe	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>if the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority or the Developer and would potentially prejudice each of the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the contractual mechanisms which relate to the Cure Period.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
46.	Clause 1.1 - second redacted defined term - page 14	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
47.	Clause 1.1 - first redacted defined term - page 15	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
48.	Clause 1.1 - second redacted defined term - page 15	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
49.	Clause 1.1 - third redacted defined term - page 15	Defined term	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>• prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>• prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
50.	Clause 1.1 - fourth redacted defined term - page 15	Defined term	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>• prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>• prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
51.	Clause 1.1 - definition of 'Defects Liability Period' - parts (a)(ii), (b)(ii), (c)(ii) and (d)(ii)	Timeframes	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer;</li> <li>if the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority or the Developer and would potentially prejudice each of the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the contractual mechanisms which relate to the Defects Liability Period.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
52.	Clause 1.1 - definition of 'Defects Liability Period' - part (c)-(c)(i)	Description of staging components and timing for completion of works	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
53.	Clause 1.1 - definition of 'Development Costs'	Particulars of development costs	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
54.	Clause 1.1 - definition of 'Development Rights Fees'	Particulars of the Development Rights Fees	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the formulation of the Developer's financial offer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
55.	Clause 1.1 - definition of 'Early Activation Call Offer Period'	Description of staging components	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
56.	Clause 1.1 - definition of 'Early Activation Standard' - part (b)	Particulars of conditions required to achieve Early Activation Standard	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
57.	Clause 1.1 - definition of 'Estate Levy' - parts (a) and (b)	Dollar amount / rate	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms and funding arrangements which are commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority the Developer and would therefore prejudice both the Authority's and Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
58.	Clause 1.1 - definition of 'Financial Contribution'	Particulars of financial contributions	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms and funding arrangements which are commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority the Developer and would therefore prejudice both the Authority's and Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
59.	Clause 1.1 - definition of <i>Financial Default</i>	Particulars of the conditions constituting an event of financial default	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>if the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority or the Developer and would potentially prejudice each of the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the contractual mechanisms which relate to the event of Financial Default.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
60.	Clause 1.1 - redacted defined term - page 23	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
61.	Clause 1.1 - redacted defined term - page 24	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the formulation of the Developer's financial offer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
62.	Clause 1.1 - definition of ' <i>Financial Default</i> '	Particulars of works comprising the Internal Infrastructure	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
63.	Clause 1.1 - definition of 'Material Default' - parts (a), (b), (e), (g) and (h)	Particulars of the conditions constituting an event of material default	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>if the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority or the Developer and would potentially prejudice each of the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the contractual mechanisms which relate to the event of Material Default.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
64.	Clause 1.1 - first redacted defined term - page 30	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
65.	Clause 1.1 - second redacted defined term - page 30	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
66.	Clause 1.1 - third redacted defined term - page 30	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
67.	Clause 1.1 - fourth redacted defined term - page 30	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>if the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority or the Developer and would potentially prejudice each of the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
68.	Clause 1.1 - first redacted defined term - page 31	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with third-parties in connection with the project;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
69.	Clause 1.1 - second redacted defined term - page 31	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
70.	Clause 1.1 - third redacted defined term - page 31	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with third-parties in connection with the project;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
71.	Clause 1.1 - fourth redacted defined term - page 31	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements with third-parties in connection with the project;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
72.	Clause 1.1 - fifth redacted defined term - page 31	Defined term	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
73.	Clause 1.1 - sixth redacted defined term - page 31	Defined term	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
74.	Clause 1.1 - seventh redacted defined term - page 31	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in negotiating conditions which are yet to be procured with third-parties.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
75.	Clause 1.1 - eight redacted defined term - page 31	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in negotiating conditions which are yet to be procured with third-parties.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
76.	Clause 1.1 - ninth redacted defined term - page 31	Defined term	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially:               <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
77.	Clause 1.1 - ninth redacted defined term - page 31	Defined term	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially:               <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
78.	Clause 1.1 - ninth redacted defined term - page 31	Defined term	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially:               <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
79.	Clause 1.1 - first redacted defined term - page 32	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
80.	Clause 1.1 - second redacted defined term - page 32	Defined term	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially:               <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
81.	Clause 1.1 - third redacted defined term - page 32	Defined term	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially:               <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
82.	Clause 1.1 - fourth redacted defined term - page 32	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
83.	Clause 1.1 - fifth redacted defined term - page 32	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
84.	Clause 1.1 - sixth redacted defined term - page 32	Defined term	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially:               <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
85.	Clause 1.1 - seventh redacted defined term - page 32	Defined term	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>• the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
86.	Clause 1.1 - eight redacted defined term - page 32	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
87.	Clause 1.1 - ninth redacted defined term - page 32	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>prejudice the effective exercise by the Authority of its functions; and/or</li> <li>place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
88.	Clause 1.1 - ninth redacted defined term - page 32	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with third-parties in connection with the project;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
89.	Clause 1.1 - first redacted defined term - page 33	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with third-parties in connection with the project;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
90.	Clause 1.1 - second redacted defined term - page 33	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with third-parties in connection with the project;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
91.	Clause 1.1 - third redacted defined term - page 33	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with third-parties in connection with the project;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
92.	Clause 1.1 - fourth redacted defined term - page 33	Defined term	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>• the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
93.	Clause 1.1 - fifth redacted defined term - page 33	Defined term	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
94.	Clause 1.1 - sixth redacted defined term - page 33	Defined term	s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
95.	Clause 1.1 - seventh redacted defined term - page 33	Defined term	s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
96.	Clause 1.1 - eight redacted defined term - page 33	Defined term	s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
97.	Clause 1.1 - ninth redacted defined term - page 33	Defined term	s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
98.	Clause 1.1 - ninth redacted defined term - page 33	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
99.	Clause 1.1 - tenth redacted defined term - page 33	Defined term	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
100.	Clause 1.1 - eleventh redacted defined term - page 33	Defined term	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
101.	Clause 1.1 - twelfth redacted defined term - page 33	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>prejudice the effective exercise by the Authority of its functions; and/or</li> <li>place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
102.	Clause 1.1 - thirteenth redacted defined term - page 33	Defined term	s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
103.	Clause 1.1 - fourteenth redacted defined term - page 33	Defined term	s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
104.	Clause 1.1 - first redacted defined term - page 34	Defined term	s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer; and</li> <li>• the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
105.	Clause 1.1 - second redacted defined term - page 34	Defined term	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
106.	Clause 1.1 - third redacted defined term - page 34	Defined term	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially:               <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
107.	Clause 1.1 - fourth redacted defined term - page 34	Defined term	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially:               <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
108.	Clause 1.1 - fifth redacted defined term - page 34	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>prejudice the effective exercise by the Authority of its functions; and/or</li> <li>place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
109.	Clause 1.1 - sixth redacted defined term - page 34	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>prejudice the effective exercise by the Authority of its functions; and/or</li> <li>place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
110.	Clause 1.1 - seventh redacted defined term - page 34	Defined term	s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
111.	Clause 1.1 - eight redacted defined term - page 34	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>prejudice the effective exercise by the Authority of its functions; and/or</li> <li>place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
112.	Clause 1.1 - ninth redacted defined term - page 34	Defined term	s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
113.	Clause 1.1 - tenth redacted defined term - page 34	Defined term	s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
114.	Clause 1.1 - first redacted defined term - page 35	Defined term	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>• the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
115.	Clause 1.1 - first redacted defined term - page 35	Defined term	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the Developer's financing arrangements, the disclosure of which to the market would be prejudicial to the Developer's business interests;</li> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
116.	Clause 1.1 - definition of <i>'Non-Material Default'</i>	Particulars of the conditions constituting an event of non-material default	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>• if the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority or the Developer and would potentially prejudice each of the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>• the public interest has been served by disclosing the contractual mechanisms which relate to the event of Non-Material Default.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
117.	Clause 1.1 - definition of <i>'Non-Refundable Deposit'</i>	Dollar amount	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the quantum of security accepted by the Authority in evaluating the Developer's financial offer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
118.	Clause 1.1 - first redacted defined term - page 36	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the formulation of the Developer's financial offer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
119.	Clause 1.1 - first redacted defined term - page 36	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the security arrangements accepted by the Authority in evaluating the Developer's financial offer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
120.	Clause 1.1 - definition of 'Practical Completion'	Description of staging components	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
121.	Clause 1.1 - definition of 'Preferred Bidder Bank Guarantee'	Dollar amount	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the security arrangements accepted by the Authority in evaluating the Developer's financial offer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
122.	Clause 1.1 - definition of 'Prescribed Rate'	Percentage figure	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the quantum of security accepted by the Authority in evaluating the Developer's financial offer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
123.	Clause 1.1 - definition of 'Project Documents' - parts (i) and (j)	Particulars of documents which from the Project Documents	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into investment, financing or funding arrangements which are commercially confidential for the Developer, the disclosure of which to the market would be prejudicial to the business interests of the Developer;</li> <li>releasing the redacted information would place the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority the Developer and would therefore prejudice both the Authority's and Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
124.	Clause 1.1 - definition of 'Public Benefit Contribution' - part (b)	Particulars of funding component	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms and funding arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority the Developer and would therefore prejudice both the Authority's and Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
125.	Clause 1.1 - definition of 'Public Domain Practical Completion' - part (j)	Description of staging components	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
126.	Clause 1.1 - definition of 'Remediation Works'	Description of work component	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
127.	Clause 1.1 - first redacted defined term - page 44	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the formulation of the Developer's financial offer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
128.	Clause 1.1 - definition of 'Retail Component'	Description of component of work	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
129.	Clause 1.1 - second redacted defined term - page 36	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the quantum of security accepted by the Authority in evaluating the Developer's financial offer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
130.	Clause 1.1 - definition of 'Retail Final Works'	Description of component of work	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
131.	Clause 1.1 - first redacted defined term - page 47	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
132.	Clause 1.1 - second redacted defined term - page 47	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
133.	Clause 1.1 - definition of 'Significant Application' - part (c)	Description of component of work	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with third-parties in connection with the project;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
134.	Clause 1.1 - definition of 'Site Conditions' - parts (a)(vii) and (b)(i)	Particulars of site conditions	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding existing contractual arrangements which are to be performed by third-parties and not in connection with the project;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of works under other government contracts;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's or other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
135.	Clause 1.1 - definition of 'Stage' - parts (a)(i)B and C, (b)(i) and (d)(ii)	Description of staging components	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
136.	Clause 1.1 - definition of 'Stage Practical Completion' - parts (b)(ii), (e)(ii)-(v), post amble of (e), (f)(ii) and (g)	Description of staging components	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
137.	Clause 1.1 - first redacted defined term - page 58	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with third-parties in connection with the project;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
138.	Clause 1.1 - second redacted defined term - page 58	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with third-parties in connection with the project;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
139.	Clause 1.1 - third redacted defined term - page 58	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or delivered by third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
140.	Clause 1.1 - fourth redacted defined term - page 58	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
141.	Clause 1.1 - redacted defined term - page 59	Defined term	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
142.	Clause 1.1 - definition of 'Variation' - parts (a) and (d)	Particulars of works comprising variations	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
143.	Clause 1.1 - definition of 'Works'	Particulars of works	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
144.	Clause 1.2(k)(ii)	Particulars of works components and details of agreements with the Developer and third-parties which do not comprise a 'government contract' for the purposes of the GIPA Act	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements with the Developer and third-parties which do not comprise a 'government contract' but which could provide insight into the timing, staging, interface and coordination of other projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests; and</li> <li>the Authority considers that there is insufficient public benefit interest in disclosing the information on a proactive basis (and having regard to there being no disclosure obligation in respect of the information which does not relate to a 'government contract' for the purposes of the GIPA Act.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
145.	Clause 1.3	Particulars of agreements with the Developer and third-parties which do not comprise a 'government contract' for the purposes of the GIPA Act	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements with the Developer and third-parties which do not comprise a 'government contract' but which could provide insight into the timing, staging, interface and coordination of other projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests; and</li> <li>the Authority considers that there is insufficient public benefit interest in disclosing the information on a proactive basis (and having regard to there being no disclosure obligation in respect of the information which does not relate to a 'government contract' for the purposes of the GIPA Act.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
146.	Clause 1.9	Whole clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
147.	Clause 1.10	Whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal information regarding arrangements which are yet to be procured with third-parties in connection with the project. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
148.	Clause 3.2	Refer note in Item 1	Refer note in Item 1	Refer note in Item 1

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
149.	Clause 4.2	Whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the quantum of security accepted by the Authority in evaluating the Developer's financial offer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
150.	Clause 5.1	Provisions relating to the payment of Development Rights Fees	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the formulation of the Developer's financial offer (including timing of payments);</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
151.	Clauses 5.1-5.4	Whole of clauses	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the formulation of the Developer's financial offer (including timing of payments);</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
152.	Clause 6.1	Provisions relating to the condition of Central Barangaroo	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or delivered by third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects; and</li> <li>if the information was released, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
153.	Clause 6.2	Whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or delivered by third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects; and</li> <li>if the information was released, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
154.	Clause 7.1(d)(i)	Refer note in Item 77	Refer note in Item 77	Refer note in Item 77
155.	Clause 7.3(a)(vi)	Whole of subclause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or delivered by third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
156.	Clause 7.3(c)	Whole of subclause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or delivered by third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
157.	Clause 7.3(e)(ii)	Particulars of design requirements	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
158.	Clause 7.3(f)	Particulars of design requirements	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
159.	Clause 7.3(g)	Particulars of design requirements	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
160.	Clause 7.4(d)(iii)	Particulars of design documentation	Refer note at Item 100	Refer note at Item 100

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
161.	Clause 7.5	Whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests;</li> <li>if the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority or the Developer and would potentially prejudice each of the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
162.	Clause 7.8(b)(ii)	Particulars of design requirements	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or delivered by third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
163.	Clause 7.8(c) post amble	Particulars of design requirements	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or delivered by third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
164.	Clause 7.9(c)	Provisions relating to the Design Documentation approval process	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in negotiating conditions which are yet to be procured with third-parties.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
165.	Clause (h)	Provisions relating to the Design Documentation approval process	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in negotiating conditions which are yet to be procured with third-parties; and</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
166.	Clause 7.10	Whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
167.	Clause 7.13	Whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
168.	Clause 7.14(a)(ii)	Particulars of requirements for the review of Tender Documentation packages	Refer note in Item 77	Refer note in Item 77
169.	Clause 7.15(a)(ii)	Particulars of requirements for the review of Issued for Construction Drawings	Refer note in Item 77	Refer note in Item 77
170.	Clause 8.2(b)(iv)	Particulars of requirements for Applications	Refer note in Item 166	Refer note in Item 166

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## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
171.	Clause 8.2(c)	Particulars of requirements for Applications	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
172.	Clause 8.4	Whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
173.	Clause 9.2(a)	Personal information	s14, table3(a): will reveal an individual's personal information	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would publish an individual's personal information; and</li> <li>the Authority considers that there is insufficient public interest in favour of the disclosure of this information to outweigh the interest in not disclosing this information for the protection of the individual's privacy.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
174.	Clause 10.3(b)(v)	Particulars of requirements for Applications	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
175.	Clause 10.5(e)(ii)	Timeframe	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>if the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority or the Developer and would potentially prejudice each of the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
176.	Clause 11.1(a)(i)A	Particulars of works	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or works which are to be delivered by third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
177.	Clause 11.1(a)(iii)	Particulars of works	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or works which are to be delivered by third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
178.	Clause 11.1(b)	Particulars of works	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
179.	Clause 11.2(b)(i)A	Particulars of works	Refer note in Item 49	<ul style="list-style-type: none"> <li>Refer note in Item 49</li> </ul>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
180.	Clause 11.2(b)(i)B	Particulars of works	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or delivered by third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
181.	Clause 11.2(b)(ii)	Particulars of works	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or delivered by third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects; and</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
182.	Clause 11.3(f)(ii)	Timeframe	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer;</li> <li>if the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority or the Developer and would potentially prejudice each of the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the contractual mechanisms which relate to the relevant risks.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
183.	Clause 11.4(f)-(o)	Whole of subclauses	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or delivered by third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects; and</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
184.	Clause 11.8	Whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests;</li> <li>if the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority or the Developer and would potentially prejudice each of the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
185.	Clause 12.1(b)(iii)	Particulars of requirements for the grant of a Construction Licence	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests;</li> <li>if the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority or the Developer and would potentially prejudice each of the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
186.	Clause 12.1(b)(v)	Particulars of requirements for the grant of a Construction Licence	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests;</li> <li>if the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority or the Developer and would potentially prejudice each of the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
187.	Clause 12.2(l)	Particulars of requirements for the commencement of construction	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests;</li> <li>if the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority or the Developer and would potentially prejudice each of the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
188.	Clause 12.3(d)-(e) and (h)	Particulars of requirements for the commencement of construction	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the formulation of the Developer's financial offer (including timing of payments);</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
189.	Clause 14.9(a)	Percentage figure	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the quantum of security accepted by the Authority in evaluating the Developer's financial offer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
190.	Clause 15.1(b)	Particulars of works	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or delivered by third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
191.	Clause 15.1(f)	Particulars of works	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or delivered by third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
192.	Clause 12.2(a)(i)	Particulars of works	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or delivered by third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
193.	Clause 12.2(a)(ii)	Whole of subclause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the quantum of security accepted by the Authority in evaluating the Developer's financial offer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
194.	Clause 15.2(c)	Particulars of indemnity	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with third-parties in connection with the project;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
195.	Clause 15.3	Particulars of site conditions	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or delivered by third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
196.	Clause 15.4(a)	Dollar figure	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
197.	Clause 15.4(c)(ii)C	Particulars of works	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
198.	Clause 15.8(b)(iv)	Particulars of variations	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or delivered by third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
199.	Clause 15.8(b)(iv)	Particulars of variations	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the design development process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
200.	Clause 15.8(c)(ii)	Particulars of variations	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or delivered by third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
201.	Clause 15.8(e)(i)	Particulars required for estimate of costs	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms;</li> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or delivered by third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
202.	Clause 15.8(e)(iv)	Particulars required for variation	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or delivered by third-parties in connection with other NSW government projects;</li> <li>• releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>• relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
203.	Clause 15.8(f)	Whole of subclause	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or delivered by third-parties in connection with other NSW government projects;</li> <li>• releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>• relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
204.	Clause 15.13(f)	Whole of subclause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
205.	Clause 15.13(g)	Whole of subclause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or delivered by third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
206.	Clause 16.7(f)(i)C	Particulars of material to be provided on practical completion	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal information regarding arrangements which are yet to be entered into with, or delivered by third-parties in connection with other NSW government projects;</li> <li>releasing the redacted information would reveal insights as to the timing and delivery of other government projects;</li> <li>relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially prejudice both the Authority's and the other NSW government agencies' legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
207.	Clause 17	Whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project; and</li> <li>releasing the redacted information may reveal commercial-in-confidence provisions of a government contract.</li> </ul> <p>If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
208.	Clauses 18.1-18.3	Whole of clauses	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project; and</li> <li>releasing the redacted information may reveal commercial-in-confidence provisions of a government contract.</li> </ul> <p>If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
209.	Clause 18.5 (b)	Particulars of the Precinct Management Office	s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because releasing the redacted information may reveal terms that are commercial-in-confidence provisions of a government contract.</p> <p>If the redacted information was disclosed it may enable relevant third parties to use that information to their advantage in negotiations with the Authority and other government agencies.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
210.	Clause 19.3, Payment of Unspent Funding, part of paragraph (b)	Discount rate applied and particulars of the public benefit contribution	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>• prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>• prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
211.	Clause 19.4(b) & (d)	Discount rate applied and particulars of the public benefit contribution	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>• prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>• prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
212.	Clause 21.1(e)	Particulars of the works required to achieve Stage Practical Completion, extensions of time and timing	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information may reveal commercial-in-confidence provisions of a government contract.</li> </ul> <p>If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
213.	Clause 21.3(a)(iii) C., O., P., Q., R., S., T., V. & X.	Particulars of the works required to achieve Stage Practical Completion, extensions of time and timing	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information may reveal commercial-in-confidence provisions of a government contract.</li> </ul> <p>If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
214.	Clause 21.3(a)(iii) D., E., F., G., H., & I.	Timeframes	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information may reveal commercial-in-confidence provisions of a government contract.</li> </ul> <p>If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
215.	Clause 22.7(c)(i), (d), (e)(iii), (f), (g)(i), (h)(ii) and (i)	Particulars in relation to condition of Central Barangaroo	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information may reveal commercial-in-confidence provisions of a government contract.</li> </ul> <p>If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
216.	Clause 22.8(j)	Particulars in relation to condition of Central Barangaroo	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information may reveal commercial-in-confidence provisions of a government contract.</li> </ul> <p>If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
217.	Clause 22.9(b) and (c)	Particulars in relation to condition of Central Barangaroo	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information may reveal commercial-in-confidence provisions of a government contract.</li> </ul> <p>If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
218.	Clause 22.12(c)	Timeframe	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information may reveal commercial-in-confidence provisions of a government contract.</li> </ul> <p>If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
219.	Clause 22.14	Whole clause	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information may reveal commercial-in-confidence provisions of a government contract.</li> </ul> <p>If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
220.	Clause 23.2(a)(i)	Timeframes	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer.</p> <p>If the redacted information was disclosed, relevant third parties may be able to use that information to their advantage in negotiations and would potentially prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
221.	Clause 23.6(b)(v) & (c)(ii)	Particulars of carbon neutral requirements	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer.</p> <p>If the redacted information was disclosed, relevant third parties may be able to use that information to their advantage in negotiations and would potentially prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
222.	Clause 23.9	Timeframe	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer.</p> <p>If the redacted information was disclosed, relevant third parties may be able to use that information to their advantage in negotiations and would potentially prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
223.	23.10(a)(viii)F. (a)(viii)H.1)	Particulars of social outcomes	<ul style="list-style-type: none"><li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li><li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li></ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer.</p> <p>If the redacted information was disclosed, relevant third parties may be able to use that information to their advantage in negotiations and would potentially prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
224.	Clauses 25.2, 25.4 - 25.6, 25A-25EE	Whole of clauses	<ul style="list-style-type: none"> <li>s14, table 1(f): potential to prejudice the effective exercise by an agency of the agency's functions</li> <li>s14, table 4(a): potential to place an agency at a competitive advantage or disadvantage in any market</li> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies;</li> <li>releasing the redacted information may reveal terms that are commercial-in-confidence provisions of a government contract; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p>If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority, the Developer and the NSW Government and would potentially:</p> <ul style="list-style-type: none"> <li>prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
225.	Clause 29.1(c)	Whole of clause	<ul style="list-style-type: none"> <li>• s14, table 4(b) - potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>• the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
226.	Clause 30.2(i)	Particulars of work component	<ul style="list-style-type: none"> <li>• s14, table 4(a): potential to place an agency at a competitive advantage or disadvantage in any market</li> <li>• s14, table 1(f): potential to prejudice the effective exercise by an agency of the agency's functions</li> <li>• s14, table 4(a): potential to place an agency at a competitive advantage or disadvantage in any market</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
227.	Clause 32.1(q)	Particulars of work component	<ul style="list-style-type: none"> <li>• s14, table 4(a): potential to place an agency at a competitive advantage or disadvantage in any market</li> <li>• s14, table 1(f): potential to prejudice the effective exercise by an agency of the agency's functions</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
228.	Clause 32.3 lines 1-2	Timing of completion of works	<ul style="list-style-type: none"> <li>• s14, table 4(b) - potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>• the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
229.	Clause 34.5 line 2.	Timing of completion of works	<ul style="list-style-type: none"> <li>s14, table 4(b) - potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
230.	Clause 35.6(h)	Particulars of plan requirements	<ul style="list-style-type: none"> <li>s14, table 4(b) - potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
231.	Clause 35.8(ii)	Particulars of encumbrances	<ul style="list-style-type: none"> <li>• s14, table 4(a): potential to place an agency at a competitive advantage or disadvantage in any market</li> <li>• s14, table 1(f): potential to prejudice the effective exercise by an agency of the agency's functions</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
232.	Clause 35.8(e)	Particulars of encumbrances	<ul style="list-style-type: none"> <li>• s14, table 4(a): potential to place an agency at a competitive advantage or disadvantage in any market</li> <li>• s14, table 1(f): potential to prejudice the effective exercise by an agency of the agency's functions</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
233.	Clause 36.2(b)(i)(A)(1) and clause 36.2(b)(i)(B)(1)	Particulars of early activation staging	<ul style="list-style-type: none"> <li>• s14, table 4(a): potential to place an agency at a competitive advantage or disadvantage in any market</li> <li>• s14, table 1(f): potential to prejudice the effective exercise by an agency of the agency's functions</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
234.	Clause 36.11(b) line 2, 4 and 5 and clause 36.11(c) line 2.	Timeframes and percentage figure	<ul style="list-style-type: none"> <li>• s14, table 4(b) - potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>• the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
235.	Clause 37.2(a)(ii)(D)	Description of commercial term	<ul style="list-style-type: none"> <li>• s14, table 4(b) - potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
236.	Clause 37.6(a)(iv)	Whole of clause	<ul style="list-style-type: none"> <li>• s14, table 4(a): potential to place an agency at a competitive advantage or disadvantage in any market</li> <li>• s14, table 1(f): potential to prejudice the effective exercise by an agency of the agency's functions</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
237.	Clause 38.3(f)	Whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b) - potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
238.	Clause 45.7	Whole of clause	<ul style="list-style-type: none"> <li>s14, table 4(b) - potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
239.	Clause 48.15(a) line 1 and clause 48.15(b) line 2	Dollar amounts	<ul style="list-style-type: none"> <li>s14, table 4(b) - potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the quantum of security accepted by the Authority in evaluating the Developer's financial offer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
240.	Clause 49.3(b)(i) and (ii)	Entire subclauses	<ul style="list-style-type: none"> <li>s14, table 4(b) - potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
241.	Clause 49.5(a)(ii)	Timeframe	<ul style="list-style-type: none"> <li>s14, table 4(b) - potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
242.	Whole of clause 49.5(f)	Timeframe	<ul style="list-style-type: none"> <li>s14, table 4(b) - potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
243.	Clause 51.3	Contact details	s14, table 3(a) - Individual rights, judicial processes and natural justice: potential to reveal an individual's personal information	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would publish an individual's personal information; and</li> <li>the Authority considers that there is insufficient public interest in favour of the disclosure of this information to outweigh the interest in not disclosing this information for the protection of the individual's privacy.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 1 - body of agreement

No.	Clause/part of document	Description of information redacted	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
244.	Clause 53.2(e)	Particulars of announcements	<ul style="list-style-type: none"> <li>• s14, table 4(a): potential to place an agency at a competitive advantage or disadvantage in any market</li> <li>• s14, table 1(f): potential to prejudice the effective exercise by an agency of the agency's functions</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests;</li> <li>○ prejudice the effective exercise by the Authority of its functions; and/or</li> <li>○ place a NSW government agency at a competitive disadvantage when tendering for the procurement of works/services.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
1.	Annexure A	Whole of annexure, includes dates and descriptions of staging	<ul style="list-style-type: none"> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
2.	Annexure B	Whole of annexure, includes dates and descriptions of staging	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
3.	Annexure C	Whole of annexure, includes dates and descriptions of staging	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• If the redacted information was disclosed, relevant third parties may be able to use that information to their advantage in negotiations with the Authority and would potentially: <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>○ prejudice the effective exercise by the Authority of its functions; and</li> </ul> </li> <li>• releasing the redacted information would reveal commercial-in-confidence project programs and delivery strategies which are commercially confidential for both the Developer and the Authority.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
4.	Annexure D	Whole of annexure, includes dollar figures	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests;</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence pricing mechanisms;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
5.	Annexure E - Key Components and Key Personnel	Individuals' names and contact information	s14, table3(a): will reveal an individual's personal information	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would publish an individual's personal information; and</li> <li>the Authority considers that there is insufficient public interest in favour of the disclosure of this information to outweigh the interest in not disclosing this information for the protection of the individual's privacy.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
6.	Annexure F - Risk Allocation Table - Item 4	Variation to development	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
7.	Annexure F - Risk Allocation Table - Item 12	Access rights	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
8.	Annexure F - Risk Allocation Table - Item 15	Access rights	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
9.	Annexure F - Risk Allocation Table - Item 17	Variation to development	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
10.	Annexure F - Risk Allocation Table - Item 19	Payment structure	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
11.	Annexure F - Risk Allocation Table - Item 21.1	Interface with other sensitive government projects	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
12.	Annexure F - Risk Allocation Table - Item 23	Interface with other sensitive government projects	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
13.	Annexure F - Risk Allocation Table - Item 25.28	Interface with other sensitive government projects	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
14.	Annexure F - Risk Allocation Table - Item 30	Interface with other sensitive government projects	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
15.	Annexure F - Risk Allocation Table - Item 33.4	Design refinement and consultation	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
16.	Annexure F - Risk Allocation Table - Item 35	Design refinement and consultation	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
17.	Annexure F - Risk Allocation Table - Item 41	Payment structure	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
18.	Annexure F - Risk Allocation Table - Item 42	Design refinement and consultation	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
19.	Annexure G	Whole of annexure, includes dollar amounts	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the quantum of security accepted by the Authority in evaluating the Developer's financial offer;</li> <li>• releasing the redacted information would reveal commercial-in-confidence pricing mechanisms</li> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer; and</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
20.	Annexure I - Internal Infrastructure to be Delivered with Block 7	Infrastructure system structures, and procurement timeframes	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies;</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer;</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, construction methodologies and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
21.	Annexure J1 - Standard Form Stratum Lease - Clause 1.1 (Definition) 'CENDA',	Name and short-form description of party	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would provide insight into the commercial offer provided by the Developer and would place the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the contractual mechanisms which relate to the non-disclosed party.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
22.	Annexure J1 - Standard Form Stratum Lease - Clause 1.1 (Definition) 'Cultural Contribution',	Dollar amount	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence pricing mechanisms;</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies;</li> <li>releasing the redacted information would provide insight into the commercial offer provided by the Developer and would place the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the contractual mechanisms which relate to the non-disclosed party.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
23.	Annexure J1 - Standard Form Stratum Lease - <i>Schedule 1 Licensable Public Domain Area.</i>	Detailed plans of Licensable Public Domain Area	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies;</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer; and</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
24.	Annexure J2 - Retail Stratum Lease - Clause 1.1 (Definition) 'CENDA', Schedule 3 clause 2.1 (Definitions and interpretation) 'CENDA' Schedule 5 clause 1.1 (Definitions) 'CENDA'	Name and short-form description of party	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would provide insight into the commercial offer provided by the Developer and would place the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the contractual mechanisms which relate to the non-disclosed party.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
25.	Annexure J2 - Retail Stratum Lease - Clause 1.1 (Definition) 'Cultural Contribution',	Dollar amount	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence pricing mechanisms;</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>releasing the redacted information would provide insight into the commercial offer provided by the Developer and would place the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
26.	Annexure J2 - Retail Stratum Lease - Clause 2.4, Schedule 3 clauses 4, 5, 6, Schedule 5	Early activation timelines	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies;</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer; and</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, construction methodologies and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
27.	Annexure J2 - Retail Stratum Lease - <i>Schedule 1 Licensable Public Domain Area.</i>	Detailed plans of Licensable Public Domain Area	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies;</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer; and</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
28.	Annexure J3 - Foreshore Retail Stratum Lease - Clause 1.1 (Definition) 'CENDA', Schedule 3 clause 2 (Definitions and interpretation) 'CENDA', Schedule 5 clause 1.1 (Definitions) 'CENDA'	Name and short-form description of party	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would provide insight into the commercial offer provided by the Developer and would place the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice the Developer's legitimate business, commercial and financial interests; and</li> <li>• the public interest has been served by disclosing the contractual mechanisms which relate to the non-disclosed party.</li> </ul>
29.	Annexure J3 - Foreshore Retail Stratum Lease - Clause 1.1 (Definition) 'Cultural Contribution',	Dollar value	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence pricing mechanisms;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies;</li> <li>• releasing the redacted information would provide insight into the commercial offer provided by the Developer and would place the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice the Developer's legitimate business, commercial and financial interests; and</li> <li>• the public interest has been served by disclosing the contractual mechanisms which relate to the non-disclosed information.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
30.	Annexure J3 - Foreshore Retail Stratum Lease - Clause 2.4, Schedule 3 clauses 2.1, 4-6, Schedule 4, Schedule 5	Early activation timelines	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies;</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, construction methodologies and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
31.	Annexure J3 - Foreshore Retail Stratum Lease - <i>Schedule 1 Licensable Public Domain Area.</i>	Detailed plans of Licensable Public Domain Area	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies;</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer; and</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
32.	Annexure K – Standard Form Common Property Strata Lease - Clause 1.1 definition of 'Cultural Contribution'	Dollar amount	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies;</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
33.	Annexure M	Whole of annexure	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>• the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
34.	Annexure N - Construction Licence - Cover page - party, page 3 ('Parties') and execution block.	Name and short-form description of party	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would provide insight into the commercial offer provided by the Developer and would place the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the contractual mechanisms which relate to the non-disclosed party.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
35.	Annexure O - Early Activation Conditions	Rights of early access during construction	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
36.	Annexure P	Whole of annexure	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into pricing mechanisms and funding arrangements which are commercially confidential for both the Authority and the Developer; and</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority the Developer and would therefore prejudice both the Authority's and Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
37.	Annexure Q - Financier's Side Deed - Cover page - party, page 3 ('Parties'), clause 14.1, and execution block.	Name and short-form description of party	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would provide insight into the commercial offer provided by the Developer and would place the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the contractual mechanisms which relate to the non-disclosed party.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
38.	Annexure T - Agreement with Expert - Cover page - party, page 2 ('Parties'), clause 12.1, and execution block.	Name and short-form description of party	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would provide insight into the commercial offer provided by the Developer and would place the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the contractual mechanisms which relate to the non-disclosed party.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
39.	Annexure U - Quantity Surveyor Deed- Cover page - party, 'Parties' clause, clause 12.1, Annexure D - Form of Work Order and execution block.	Name and short-form description of party	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would provide insight into the commercial offer provided by the Developer and would place the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the contractual mechanisms which relate to the non-disclosed party.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
40.	Annexure X - Notice of Acceptance of Call Offer - Body of notice	Name and short-form description of party	s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would provide insight into the commercial offer provided by the Developer and would place the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the contractual mechanisms which relate to the non-disclosed party.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
41.	Annexure Y - Notice of Acceptance of Put Offer - Body of notice	Name and short-form description of party	s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would provide insight into the commercial offer provided by the Developer and would place the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the contractual mechanisms which relate to the non-disclosed party.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
42.	Annexure Z	Whole of annexure, includes particulars of works programs	<ul style="list-style-type: none"> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
43.	Annexure AA	Whole of annexure, includes detailed plans of building components	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies;</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer;</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
44.	Annexure CC - Public Domain Plan	Detailed plans of the Public Domain	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies;</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer; and</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
45.	Annexure DD	Whole of annexure, includes various particulars of designs and specifications	<ul style="list-style-type: none"> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
46.	Annexure EE	Whole of annexure, includes detailed plans and designs	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer;</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
47.	Annexure FF - Staging Plan	Detailed plans of the Staging Plan	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer;</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
48.	Annexure GG - Declaration Area Plan	Detailed plans of the Declaration Area	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
49.	Annexure HH	Detailed timeline of works program	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
50.	Annexure II	Whole of annexure, includes details of interface with other projects	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
51.	Annexure JJ	Whole of annexure, includes details of interface with other projects	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
52.	Annexure KK - Works Programme	Detailed works program to final Practical Completion milestone	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are a key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer;</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
53.	Annexure LL	Whole of annexure, includes undertakings given to third party	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
54.	Annexure MM	Whole of annexure, includes detailed plans	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
55.	Annexure NN - Right of Entry Waiver Deed - Cover page - party, 'Parties' clause page 1, clause 12.1, and execution block.	Name and short-form description of party	s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would provide insight into the commercial offer provided by the Developer and would place the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice the Developer's legitimate business, commercial and financial interests; and</li> <li>• the public interest has been served by disclosing the contractual mechanisms which relate to the non-disclosed party.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

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No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
56.	Annexure OO	Whole of annexure, includes detailed plans	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
57.	Annexure PP - Barangaroo Marketing Guidelines	Whole of annexure, includes information regarding marketing protocols	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal design concepts, marketing strategies and other intellectual property which is commercially confidential for the Authority;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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58.	Annexure QQ	Whole of annexure	<ul style="list-style-type: none"> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing;</li> <li>• disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
59.	Annexure RR	Whole of annexure	<ul style="list-style-type: none"> <li>• s14, table 4(a): potential to undermine competitive neutrality in connection with any functions of an agency in respect of which it competes with any person or otherwise place an agency at a competitive advantage or disadvantage in any market</li> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer;</li> <li>• releasing the redacted information would reveal commercial-in-confidence pricing mechanisms;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

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No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
60.	Annexure SS	Whole of annexure	<ul style="list-style-type: none"> <li>• s14, table 4(a): potential to undermine competitive neutrality in connection with any functions of an agency in respect of which it competes with any person or otherwise place an agency at a competitive advantage or disadvantage in any market</li> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence pricing mechanisms;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
61.	Annexure UU - Draft Climate Positive Workplan Revision Table, Acknowledgments Table	Individuals' names, signatures, and roles	s14, table3(a): will reveal an individual's personal information	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would publish an individual's personal information; and</li> <li>• the Authority considers that there is insufficient public interest in favour of the disclosure of this information to outweigh the interest in not disclosing this information for the protection of the individual's privacy.</li> </ul>

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Annexures to Central Barangaroo Development Agreement				
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62.	Annexure UU - Contents page item 1.4, Section 1.4	Detailed design plans	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies;</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer; and</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
63.	Annexure UU - Part of Section 2.1.1	Detailed design description	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer;</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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64.	Annexure UU - Part of Section 2.1.1	Detailed design description	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer;</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
65.	Annexure UU - Part of Section 2.1.2	Detailed plans of the green infrastructure	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer;</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
66.	Annexure UU - Part of Section 2.1.3	Pricing	<ul style="list-style-type: none"> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence pricing mechanisms; and</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority the Developer and would therefore prejudice both the Authority's and Developer's legitimate business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
67.	Annexure UU - Part of Section 2.2.3	Water use reduction strategies	<ul style="list-style-type: none"> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies;</li> <li>releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer; and</li> <li>releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
68.	Annexure UU - Section 2.3.5	Waste minimisation targets	s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
69.	Annexure UU - Part of Section 2.4.1	Performance commitment targets	s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
70.	Annexure UU - Part of Section 3.1	Detailed plans of the energy infrastructure	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer;</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
71.	Annexure UU - Part of Sections 3.2.2, 3.2.3	Detailed plans of the energy infrastructure	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer;</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
72.	Annexure UU - Part of Section 3.3.3, Section 3.3.4, Part of Section 3.3.8	Detailed plans of the waste management and infrastructure	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer;</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
73.	Annexure UU - Part of Section 3.5.5	Sustainability benchmarks for certain buildings	<ul style="list-style-type: none"> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer;</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
74.	Annexure UU - Section 3.6	Sustainability targets	s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
75.	Annexure UU - Sections 4.1, 4.2.1, 4.2.2, 4.3.3	Description of staging components	s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the overall scope of the project.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
76.	Annexure UU - Part of Sections 4.2.3, and 4.6	Ongoing third party negotiations	<ul style="list-style-type: none"> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> <li>• s14, table 1(f): potential to prejudice the effective exercise by an agency of the agency's functions</li> <li>• s14, table 4(a): potential to place an agency at a competitive advantage or disadvantage in any market</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the project staging and delivery process which is commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would reveal commercial-in-confidence insight into project delivery arrangements which are commercially confidential for both the Authority and the Developer;</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies and would potentially: <ul style="list-style-type: none"> <li>○ prejudice both the Authority's and other NSW government agencies' legitimate business, commercial and financial interests; and/or</li> <li>○ prejudice the effective exercise by the Authority of its functions.</li> </ul> </li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
77.	Annexure UU - Section 4.3.4	Pricing	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any persons</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests;</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence pricing mechanisms;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
78.	Annexure UU - Appendix A	Detailed design plans	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies;</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer; and</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

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No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
79.	Annexure UU - Appendix B	Detailed Green Star points schedule (Design and As Built Scorecard)	<ul style="list-style-type: none"> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
80.	Annexure UU - Appendix C	Detailed Green Star points schedule (Communities Scorecard)	<ul style="list-style-type: none"> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
81.	Annexure UU - Appendix D - Independent Sustainability Ratings	Development design, performance, staging, and risk allocation relating to sustainability ratings	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer;</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
82.	Annexure UU - Appendix E - Aspirational Independent Sustainability Ratings	Development design, performance, staging, and risk allocation relating to aspirational sustainability ratings	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer;</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
83.	Annexure VV - Bond Store Coordination Deed	Particulars of staging, use of neighbouring land, proposed access arrangements	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
84.	Annexure WW	Whole of annexure	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
85.	Annexure YY	Whole of annexure, detailed plans	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer;</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
86.	Annexure ZZ - Early Activation Plan	Detailed early activation plan	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer;</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
87.	Annexure AAA - Final Bid	Detailed Bid Plan	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer;</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
88.	Annexure CCC - GFA Adjustable Table	Pricing mechanism	<ul style="list-style-type: none"> <li>• s14, table 4(a): potential to undermine competitive neutrality in connection with any functions of an agency in respect of which it competes with any person or otherwise place an agency at a competitive advantage or disadvantage in any market</li> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer;</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
89.	Annexure DDD - Independent Sustainability Ratings	Component stage, Ratings timeframe deadline, liquidated damages rates and caps	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence insight into the quantum of security accepted by the Authority in evaluating the Developer's financial offer;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
90.	Annexure EEE	Whole of annexure	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies;</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer; and</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
91.	Annexure FFF	Whole of annexure, includes detailed plans	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer;</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
92.	Annexure GGG Part 1 - Precinct Management Office Sublease - Paragraphs 2.4, 3.1(c), 3.1(i), 3.1(j), 3.1(m)(ix), 4, 5(a), 5.1(l)(vii), 5.2(f)(vii) and 6	Particulars of operational requirements for Precinct Management Office	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 2(d): potential to endanger, or prejudice any system or procedure for protecting the life, health or safety of any person.</li> <li>• s14, table 2(e): potential to endanger the security of, or prejudice any system or procedure for protecting, any place, property, or vehicle.</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer; and</li> <li>• releasing the redacted information could disclose details of safety and surveillance systems required for maintaining, monitoring, and enforcing of security in the Barangaroo Central. If the redacted information was revealed, malicious parties may attempt to use it to compromise these systems and to cause damage to property or to endanger the safety of the public.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
93.	Annexure HHH - paragraph 1.4(d), 1.7	Information relating to coordination with other parties	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies;</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer; and</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
94.	Annexure HHH - paragraph 1.5	Information pertaining to varied project document	<ul style="list-style-type: none"> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure as releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project. If the redacted information was disclosed, relevant third-parties may be able to use that information to their advantage in negotiations with the Authority and would potentially:</p> <ul style="list-style-type: none"> <li>• prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>• prejudice the effective exercise by the Authority of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

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No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
95.	Annexure HHH - paragraph 1.9, 3.2(g)(iv)(c)-(d)	Matters relating to ongoing third party negotiations	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies;</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer; and</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

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No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
96.	Annexure HHH - paragraph 5.2(e)	Pricing	<ul style="list-style-type: none"> <li>• s14, table 4(a): potential to undermine competitive neutrality in connection with any functions of an agency in respect of which it competes with any person or otherwise place an agency at a competitive advantage or disadvantage in any market</li> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercial-in-confidence pricing mechanisms</li> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests; and</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
97.	Annexure HHH - Attachments 3, 4, 5, and 6.	Detailed design drawings	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies;</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer; and</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, construction methodologies and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
98.	Annexure III	Whole of annexure, includes detailed designs	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies;</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, construction methodologies and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
99.	Annexure JJJ	Whole of annexure, includes particulars of interface between components of project	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project, internal components of the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer; and</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes insight into the Developer's designs, strategies, construction methodologies and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests,</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
100.	Annexure KKK - Notice of Acceptance of Early Activation Call Offer	Particulars of a party	<ul style="list-style-type: none"> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would provide insight into the commercial offer provided by the Developer and would place the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice the Developer's legitimate business, commercial and financial interests; and</li> <li>• the public interest has been served by disclosing the contractual mechanisms which relate to the non-disclosed party.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

# Government Information (Public Access) Act 2009

## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
101.	Annexure LLL - Notice of Acceptance of Early Activation Put Offer	Particulars of a party	<ul style="list-style-type: none"> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would provide insight into the commercial offer provided by the Developer and would place the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice the Developer's legitimate business, commercial and financial interests; and</li> <li>the public interest has been served by disclosing the contractual mechanisms which relate to the non-disclosed party.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
102.	Annexure MMM - Early Activation Licence - Agreed Form - Annexure heading, document title, 'Background', clause 1.1 (Definitions) 'Early Activation Area', 'Early Activation Conditions', 'Early Activation Shop', 'Early Activation Retailer', 'Early Activation Trade' (and these definitions throughout the document.	Access rights	<ul style="list-style-type: none"> <li>s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>releasing the redacted information would reveal commercial-in-confidence insight into the apportionment of risk between the parties and the resulting financial offer the Developer was willing to provide which is commercially confidential for both the Authority and the Developer;</li> <li>releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies; and</li> <li>releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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## Explanatory Table - Central Barangaroo Development Agreement: Part 2 - annexures to agreement

Annexures to Central Barangaroo Development Agreement				
No	Clause / part of document	Description of redacted information	Reason(s) for non-disclosure under GIPA Act	Public interest considerations
103.	Annexure NNN	Plan	<ul style="list-style-type: none"> <li>• s14, table 4(b): potential to reveal commercial-in-confidence provisions of a government contract</li> <li>• s14, table 4(c): potential to diminish the competitive commercial value of any information to any person</li> <li>• s14, table 4(d): potential to prejudice any person's legitimate business, commercial, professional, or financial interests</li> </ul>	<p>The Authority weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>• releasing the redacted information would place both the Authority and the Developer at a substantial commercial disadvantage in future projects of a similar nature and would therefore prejudice both the Authority's and the Developer's legitimate business, commercial and financial interests.</li> <li>• releasing the redacted information would reveal commercially confidential details regarding arrangements which are yet to be procured with third-parties in connection with the project and its interface with infrastructure works being procured by the NSW government;</li> <li>• releasing the redacted information could enable relevant third-parties to use that information to their advantage in negotiations with the Authority and other government agencies;</li> <li>• releasing the redacted information would reveal commercial-in-confidence design concepts, delivery methodologies or other strategies which are commercially confidential for the Developer;</li> <li>• the Developer's design concepts, delivery methodologies and strategies are key market differentiators and releasing the redacted information would diminish the competitive value of that information to the Developer;</li> <li>• releasing the redacted information would disclose the intellectual property of the Developer by publishing material which includes the Developer's designs, strategies, and other material which the Developer has invested in producing. Disclosure of the redacted material would diminish the competitive commercial value of that information to the Developer and would prejudice the Developer's legitimate business, commercial, professional and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>