

# Government Information (Public Access) Act 2009

## Explanatory Table - Project Deed

### Northern Beaches Hospital: Construction and Operation

Capitalised terms in this table have the meaning given to them in the Northern Beaches Hospital Project Deed ('**Project Deed**') unless the contract indicates otherwise.

In preparing this Explanatory Table, Health Administration Corporation (HAC) and the Northern Sydney Local Health District are the State parties to the deed. The State has identified the reason(s) under the Government Information (**Public Access**) Act 2009 (Cth) (**GIPA Act**) for each redaction and weighed each redaction against the major relevant public interest considerations for disclosure using the following table as a key (**identifiers**):

- (a) promoting open discussion of public affairs, enhancing Government accountability or contributing to positive and informed debate on issues of public importance;
- (b) creating public awareness and understanding on issues of public importance;
- (c) enhancing government transparency and accountability;
- (d) informing the public about the operations of the agency;
- (e) ensuring effective oversight of the expenditure of public funds and the best use of public resources; and
- (f) ensuring fair commercial competition within the economy.

For many redactions the public interest is otherwise served by revealing related information.

| Item | Project Deed clause (and general description) | Information redacted                              | Reason(s) for redaction under GIPA Act   | Public interest considerations   |
|------|---|---|--|--|
| 1.   | Clause 1.1, Definition of "Daily LD Rate"     | The information redacted is three dollar figures. | <p>Section 32(1) (a) and definition (b) and (e) of the "commercial in confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 1(f) and Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market, could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice any person's legitimate business, commercial or financial interests.</p> | <p>The State considered identifiers (a), (b), (c), (d) and (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the disclosure of the particularly unique calculation of liquidated damages would reveal the amount and apportionment of financial risks assumed by the contractor and would reveal components of the contractor's cost structure and would reveal internal and confidential costs to the State in the event of particular scenarios;</li> <li>(b) the redacted information might prejudice the contractor in</li> </ul> |

| Item | Project Deed clause (and general description)         | Information redacted                | Reason(s) for redaction under GIPA Act  | Public interest considerations  |
|------|---|-------------------------------------|---|---|
|      |   |                                     | There is an overriding public interest against disclosure.  | <p>future negotiations on similar projects. Revealing that information is therefore expected to reduce the competitive commercial value of that information to the contractor and prejudice the contractor's legitimate business and commercial interests; and</p> <p>(c) exposing the redacted information is also reasonably expected to prejudice the State in future negotiations and therefore place the State in a commercial disadvantage and diminish the competitive commercial value of the information to the State;</p> <p>the public interest has been served by revealing the existence of a liquidated damages regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise amount of the daily liquidated damages rate.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change or negotiations conclude.</p>  |
| 2.   | Clause 1.1, Definition of "Date for Final Completion" | The information redacted is a date. | <p>Section 32(1)(a) and definition (b) and (e) of the "commercial in confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 1(f) and Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market, reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice any person's legitimate business, commercial or financial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State needs to weigh the competing public interest considerations to determine if there is an overriding public interest against disclosure of this information because:</p> <p>(a) the disclosure of the relevant date is likely to prejudice the effective exercise of the State's functions in the management, wind down and impending staff migration of existing hospitals affected by the Project;</p> <p>(b) the redacted information might prejudice the contractor in future negotiations on similar projects as well as the contractor's negotiations with consultants, subcontractors, suppliers, sublessees, health funds, migrating staff and other third parties during the life of this project. In particular, significant investment was made in developing a programme to provide a short timeline for completion as sought by the State, and disclosure of that timeline places the contractor at a material commercial disadvantage in projects of a similar nature in the future. Revealing that information is therefore expected to reduce the competitive commercial value of that information to the contractor and</p> |

| Item | Project Deed clause (and general description)             | Information redacted                | Reason(s) for redaction under GIPA Act  | Public interest considerations  |
|------|---|-------------------------------------|---|---|
|      |   |                                     |   | <p>prejudice the contractor's legitimate business and commercial interests; and</p> <p>(c) the public interest has been served by revealing the completion requirements. In light of this disclosure there is an overriding public interest against the disclosure of the relevant hard date.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>   |
| 3.   | Clause 1.1, Definition of "Date for Technical Completion" | The information redacted is a date. | <p>Section 32(1)(a) and definition (b) and (e) of the "commercial in confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 1(f) and Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market, reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice any person's legitimate business, commercial or financial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State needs to weigh the competing public interest considerations to determine if there is an overriding public interest against disclosure of this information because:</p> <p>(a) the disclosure of the relevant date is likely to prejudice the effective exercise of the State's functions in the management, wind down and impending staff migration of existing hospitals affected by the Project;</p> <p>(b) the redacted information might prejudice the contractor in future negotiations on similar projects as well as the contractor's negotiations with consultants, subcontractors, suppliers, sublessees, health funds, migrating staff and other third parties during the life of this project. In particular, significant investment was made in developing a programme to provide a short timeline for completion as sought by the State, and disclosure of that timeline places the contractor at a material commercial disadvantage in projects of a similar nature in the future. Revealing that information is therefore expected to reduce the competitive commercial value of that information to the contractor and prejudice the contractor's legitimate business and commercial interests; and</p> <p>(c) the public interest has been served by revealing the technical completion requirements. In light of this disclosure there is an overriding public interest against the disclosure of the relevant hard date.</p> <p><b>Review:</b> This information would be reviewed for disclosure as</p> |

| Item | Project Deed clause (and general description)                   | Information redacted                                    | Reason(s) for redaction under GIPA Act  | Public interest considerations  |
|------|---|---|---|---|
|      |   |   |   | events and circumstances change.  |
| 4.   | Clause 1.1, Definition of "Date for Transfer Completion"        | The information redacted is a date.                     | <p>Section 32(1)(a) and definition (b) and (e) of the "commercial in confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 1(f) and Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market, reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice any person's legitimate business, commercial or financial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State needs to weigh the competing public interest considerations to determine if there is an overriding public interest against disclosure of this information because:</p> <p>(a) the disclosure of the relevant date is likely to prejudice the effective exercise of the State's functions in the management, wind down and impending staff migration of existing hospitals affected by the Project;</p> <p>(b) the redacted information might prejudice the contractor in future negotiations on similar projects as well as the contractor's negotiations with consultants, subcontractors, suppliers, sublessees, health funds, migrating staff and other third parties during the life of this project. In particular, significant investment was made in developing a programme to provide a short timeline for completion as sought by the State, and disclosure of that timeline places the contractor at a material commercial disadvantage in projects of a similar nature in the future. Revealing that information is therefore expected to reduce the competitive commercial value of that information to the contractor and prejudice the contractor's legitimate business and commercial interests; and</p> <p>(c) the public interest has been served by revealing the transfer completion requirements. In light of this disclosure there is an overriding public interest against the disclosure of the relevant hard date.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |
| 5.   | Clause 1.1, definition of "Equity Payout Amount Repayment Deed" | The information redacted is a definition of a document. | <p>Section 32(1)(a) and definition (e) of "commercial in confidence provisions" (clause 1, Schedule 4) section 32(1)(d).</p> <p>Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government</p>   | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information because:</p>  |

| Item | Project Deed clause (and general description) | Information redacted                         | Reason(s) for redaction under GIPA Act   | Public interest considerations  |
|------|---|--|--|---|
|      |   |  | <p>contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial and financial interests.</p> <p>There is an overriding public interest against disclosure.</p>  | <p>(a) the redacted information contains information about the mechanism agreed by the parties for effecting post termination payments on the occurrence of particular events;</p> <p>(b) this information would therefore reveal information about the contractor's financing arrangements and cost structure or profit margins;</p> <p>(c) the disclosure of this information would reasonably be expected to compromise the contractor's competitive advantage in relation to the information; and</p> <p>(d) this could prejudice the contractor's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>  |
| 6.   | Clause 1.1 Definition of Failure Point Amount | The information redacted is a dollar figure. | <p>Section 32(1)(d).</p> <p>Item 1 (f) and Item 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of the information because:</p> <p>(a) the redacted information contains a dollar figure used in calculating abatements to the monthly service payment;</p> <p>(b) revealing this information (along with other information redacted from the Payment Schedule) would reveal a certain mechanism for determining payment between the State and contractor;</p> <p>(c) exposing the redacted information is reasonably expected to prejudice the State in future negotiations and therefore place the State in a commercial disadvantage and diminish the competitive commercial value of the information to the State; and</p> <p>(d) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as</p> |

| Item | Project Deed clause (and general description)                  | Information redacted                        | Reason(s) for redaction under GIPA Act  | Public interest considerations  |
|------|--|---|---|---|
|      |  |   |   | events and circumstances change.  |
| 7.   | Clause 1.1, Definition of "Funded Completion Date"             | The information redacted is a date.         | <p>Section 32(1)(a) and definition (b) and (e) of the "commercial in confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice any person's legitimate business, commercial, professional or financial interests.</p> <p>There is an overriding public interests against disclosure.</p> | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State needs to weigh the competing public interest considerations to determine if there is an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information might prejudice the contractor in future negotiations on similar projects as well as the contractor's negotiations with consultants, subcontractors, suppliers, sublessees, health funds, migrating staff and other third parties during the life of this project. In particular, significant investment was made in developing a programme to provide a short timeline for completion as sought by the State, and disclosure of that timeline places the contractor at a material commercial disadvantage in projects of a similar nature if the future. Revealing that information is therefore expected to reduce the competitive commercial value of that information to the contractor and prejudice the contractor's legitimate business and commercial interests; and</p> <p>(b) the public interest has been served by revealing the transfer completion requirements. In light of this disclosure there is an overriding public interest against the disclosure of the relevant hard date.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |
| 8.   | Clause 1.1 Definition of Material Subcontract (iii)(A) and (B) | The information redacted is dollar figures. | <p>Section 32(1)(d).</p> <p>Item 1(f) and Item 4(a) and (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and</p>  | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of the information because:</p> <p>(a) the masked information is a dollar figure which determines the threshold for Subcontracts that constitute Material Subcontracts;</p> <p>(b) exposing the redacted information is reasonably expected</p>  |

| Item | Project Deed clause (and general description) | Information redacted   | Reason(s) for redaction under GIPA Act   | Public interest considerations  |
|------|---|--|--|---|
|      |   |  | <p>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>   | <p>to prejudice the State in future negotiations and therefore place the State in a commercial disadvantage and diminish the competitive commercial value of the information to the State; and</p> <p>(c) the public interest has been served by revealing that amounts payable to a Subcontractor will determine whether a Subcontract is a Material Subcontract. In light of the disclosure of this information there is an overriding public interest against the disclosure of the amounts.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>   |
| 9.   | Clause 1.1, Definition of "Migration Fee"     | The information redacted is the table in the definition in its entirety. | <p>Section 32(1)(a) and definition (b) and (e) of the "commercial in confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 1(f) and Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice any person's legitimate business, commercial, professional or financial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a), (d), (c) (e) and (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information. because:</p> <p>(a) the disclosure of the information would reveal the particular amounts the parties have negotiated for the contractor to be paid for migrating certain categories of employees in consideration for maintaining their existing employment terms and conditions;</p> <p>(b) the information if disclosed could reveal the value of the employee contracts and labour costs and would reveal the contractor's cost structure and profit margins;</p> <p>(c) exposing the redacted information is reasonably expected to prejudice the State in future negotiations and therefore place the State at a commercial disadvantage and diminish the competitive commercial value of the information to the State; and</p> <p>(d) the contractor could be placed at a commercial disadvantage in relation to other contractors which would prejudice the contractor's legitimate business and commercial interests and the employee's legitimate financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as</p> |

| Item | Project Deed clause (and general description)                      | Information redacted                | Reason(s) for redaction under GIPA Act   | Public interest considerations   |
|------|--|-------------------------------------|--|--|
|      |  |                                     |  | events and circumstances change  |
| 10.  | Clause 1.1, Definition of "Original Date for Final Completion"     | The information redacted is a date. | <p>Section 32(1) (a) and definition (b) and (e) of the "commercial in confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 1(f) and Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market, reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice any person's legitimate business, commercial or financial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State needs to weigh the competing public interest considerations to determine if there is an overriding public interest against disclosure of this information because:</p> <p>(a) the disclosure of the relevant date is likely to prejudice the effective exercise of the State's functions in the management, wind down and impending staff migration of existing hospitals affected by the Project;</p> <p>(b) the redacted information might prejudice the contractor in future negotiations on similar projects as well as the contractor's negotiations with consultants, subcontractors, suppliers, sublessees, health funds, migrating staff and other third parties during the life of this project. In particular, significant investment was made in developing a programme to provide a short timeline for completion as sought by the State, and disclosure of that timeline places the contractor at a material commercial disadvantage in projects of a similar nature if the future. Revealing that information is therefore expected to reduce the competitive commercial value of that information to the contractor and prejudice the contractor's legitimate business and commercial interests; and</p> <p>(c) the public interest has been served by revealing the technical completion requirements. In light of this disclosure there is an overriding public interest against the disclosure of the relevant hard date.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |
| 11.  | Clause 1.1, Definition of "Original Date for Technical Completion" | The information redacted is a date. | <p>Section 32(1) (a) and definition (b) and (e) of the "commercial in confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 1(f) and Item 4(b), (c) and (d) of the Table to section 14.</p>  | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State needs to weigh the competing public interest considerations to determine if there is an overriding public interest against disclosure of this information because:</p>  |



| Item | Project Deed clause (and general description)                     | Information redacted                | Reason(s) for redaction under GIPA Act  | Public interest considerations  |
|------|---|-------------------------------------|---|---|
|      |   |                                     | <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market, reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice any person's legitimate business, commercial or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>  | <p>(a) the disclosure of the relevant date is likely to prejudice the effective exercise of the State's functions in the management, wind down and impending staff migration of existing hospitals affected by the Project;</p> <p>(b) the redacted information might prejudice the contractor in future negotiations on similar projects as well as the contractor's negotiations with consultants, subcontractors, suppliers, sublessees, health funds, migrating staff and other third parties during the life of this project. In particular, significant investment was made in developing a programme to provide a short timeline for completion as sought by the State, and disclosure of that timeline places the contractor at a material commercial disadvantage in projects of a similar nature if the future. Revealing that information is therefore expected to reduce the competitive commercial value of that information to the contractor and prejudice the contractor's legitimate business and commercial interests; and</p> <p>(c) the public interest has been served by revealing the technical completion requirements. In light of this disclosure there is an overriding public interest against the disclosure of the relevant hard date.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances.</p> |
| 12.  | Clause 1.1, Definition of "Original Date for Transfer Completion" | The information redacted is a date. | <p>Section 32(1)(a) and definition (b) and (e) of the "commercial in confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice any person's legitimate business, commercial or financial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State needs to weigh the competing public interest considerations to determine if there is an overriding public interest against disclosure of this information because:</p> <p>(a) the disclosure of the relevant date is likely to prejudice the effective exercise of the government agency's functions in the management, wind down and impending staff migration of existing hospitals affected by the Project;</p> <p>(b) the redacted information might prejudice the contractor in future negotiations on similar projects as well as the contractor's negotiations with consultants, subcontractors, suppliers, sublessees, health funds, migrating staff and</p>   |

| Item | Project Deed clause (and general description)    | Information redacted                         | Reason(s) for redaction under GIPA Act  | Public interest considerations   |
|------|--|--|---|--|
|      |  |  |   | <p>other third parties during the life of this project. In particular, significant investment was made in developing a programme to provide a short timeline for completion as sought by the State, and disclosure of that timeline places the contractor at a material commercial disadvantage in projects of a similar nature if the future. Revealing that information is therefore expected to reduce the competitive commercial value of that information to the contractor and prejudice the contractor's legitimate business and commercial interests; and</p> <p>(c) the public interest has been served by revealing the technical completion requirements. In light of this disclosure there is an overriding public interest against the disclosure of the relevant hard date.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>  |
| 13.  | Clause 1.1, Definition of "Patient Transfer Fee" | The information redacted is a dollar figure. | <p>Section 32(1)(a) and definition (b) and (e) of the "commercial in confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 1(f) and Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could 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, and could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information would disclose the basis for calculating amounts payable by the State to the contractor;</p> <p>(b) disclosing this information would reveal how the parties have agreed to price particular services; and</p> <p>(c) this would disclose details about the contractor's cost structure and profit margin;</p> <p>(d) exposing the redacted information is reasonably expected to prejudice the State in future negotiations and place it at a commercial disadvantage; and</p> <p>(e) the disclosure could reasonably be expected to compromise the competitive commercial value of the information for the contractor and the State and prejudice their business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as</p> |

| Item | Project Deed clause (and general description)           | Information redacted                         | Reason(s) for redaction under GIPA Act   | Public interest considerations   |
|------|---|--|--|--|
|      |   |  |  | events and circumstances change.   |
| 14.  | Clause 1.1, definition of "Private Opportunity Payment" | The information redacted is an amount.       | <p>Section 32(1)(a) and definition (e) of the "commercial in confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 1(f) and Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could 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, and could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice any person's legitimate business, commercial, professional or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>        | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the information relates to a payment under the contract; and</li> <li>(b) for the reasons in item 13(b) to (e) above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>   |
| 15.  | Clause 1.1, definition of "State Capital Payment"       | The information redacted is a dollar figure. | <p>Section 32(1)(a) and definition (b), (c) and (e) of the "commercial in confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 1(f) and Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could 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, and reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice any person's legitimate business, commercial, professional or financial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the information would disclose the amount negotiated by the parties in respect of the capital payment the State will pay the contractor on the occurrence of certain completion events;</li> <li>(b) disclosure of the amount and terms would provide insight into the capital value of items the contractor was prepared to accept and insight into the payment to be received by the contractor;</li> <li>(c) this would reveal details of the contractor's profit margins and costs structure which if disclosed would compromise the commercial value of the information to the contractor and affect its ability to negotiate pricing with other clients which would place the contractor at a substantial commercial disadvantage in relation to other contractors;</li> </ul> |

| Item | Project Deed clause (and general description)  | Information redacted                         | Reason(s) for redaction under GIPA Act  | Public interest considerations   |
|------|--|--|---|--|
|      |  |  |   | <p>and</p> <p>(d) exposing the redacted information is also reasonably expected to prejudice the State in future negotiations and therefore place the State in a commercial disadvantage and diminish the competitive commercial value of the information to the State.</p> <p>The public interest is served by disclosure of other relevant information in relation to payment of this amount.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>  |
| 16.  | Clause 1.1, definition of "State Contract Sum" | The information redacted is a dollar figure. | <p>Section 32(1)(a) and definition (b), (c) and (e) of the "commercial in confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 1 (f) and Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could 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, and could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice any person's legitimate business, commercial, professional or financial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information because:</p> <p>(a) the information is an amount the parties have agreed the contractor will be paid in relation to the contract; and</p> <p>(b) of the same reasons at item 15(b) and (d) above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change</p> |
| 17.  | Clause 1.1, definition of "State LD Cap"       | The information redacted is a dollar figure. | <p>Section 32(1)(a) and definition (b), (c) and (e) of the "commercial in confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice any person's legitimate business, commercial, professional or financial</p>   | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information because of the same reasons at item 1(a) to (c) above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change</p>  |

| Item | Project Deed clause (and general description) | Information redacted                            | Reason(s) for redaction under GIPA Act   | Public interest considerations   |
|------|---|---|--|--|
|      |   |   | <p>interests.</p> <p>There is an overriding public interests against disclosure.</p>   |  |
| 18.  | Clause 12.4(a), Operating Term Bonds to State | The information redacted is a dollar figure.    | <p>Section 32(1)(a) and definition(a) and (e) of the "commercial in confidence provisions" (clause 1, Schedule 4) and section 32 (1) (d).</p> <p>Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information contains information about the amount the contractor must provide the State by way of an operating term bond as that term is defined in the contract. This information would therefore reveal the size of the bond that is payable;</li> <li>(b) disclosure of the amount would provide insight into the level of risk assumed by the contractor in relation to the delivery of the project and therefore the level of risk that the contractor was prepared to price and accept in relation to any future rectification requirements;</li> <li>(c) the public interest has been served by revealing the basis on which the bond is required to be provided; and</li> <li>(d) while there is a public interest in revealing the redacted information this consideration is outweighed by the above concerns.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |
| 19.  | Clause 21.3(b), State Funded FF&E List        | The information redacted is two dollar figures. | <p>Section 32(1)(a) and definition (a), (b) and (e) of the "commercial in confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 1(f) and Item 4(b), (c) and(d) of the Table to section 14.</p> <p>The disclosure of this information could 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, and reveal commercial-in-</p>                   | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) disclosure of this information would reveal details of the capital cost thresholds in relation to which the State Funded FF&amp;E List is revised;</li> <li>(b) this would reveal information about the contractor's costs structure and profit margins which if disclosed would</li> </ul>  |

| Item | Project Deed clause (and general description)             | Information redacted                      | Reason(s) for redaction under GIPA Act   | Public interest considerations  |
|------|---|---|--|---|
|      |   |   | <p>confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>   | <p>compromise the commercial value of the information to the contractor and would place the contractor at a substantial commercial disadvantage in relation to its competitors; and</p> <p>(c) exposing the redacted information is also reasonably expected to prejudice the State in future negotiations and therefore place the State at a commercial disadvantage and diminish the competitive commercial value of the information to the State.</p> <p>The public interest is served by disclosure of other information relating to the State Funded FF&amp;E List.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>  |
| 20.  | Clause 48, Minimum equity following State Capital Payment | The information redacted is a percentage. | <p>Section 32(1)(a) and definition (a), (b), (c) and (e) of the "commercial in confidence provisions" (clause 1, Schedule 4) and section 32 (1) (d)</p> <p>Item 4(b), (c) and(d) of the Table to section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice any person's legitimate business, commercial, professional or financial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a), (b), (c), (d) and (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information is part of the basis on which the minimum amount of capitalised equity the contractor is required to maintain after receipt of the State Capital Payment is to be calculated; and</p> <p>(b) the disclosure of this information would reveal information about the contractor's financing arrangements and cost structure to competitors or third parties, placing the contractor at material commercial disadvantage in projects of a similar nature, and can reasonably be expected to allow competitors to obtain an unfair advantage; and</p> <p>(c) the disclosure of this information would diminish the commercial value of the information to the contractor and compromise its position in the market in relation to its competitors and would prejudice its business, financial and commercial interests of the parties; and</p> <p>(d) the public interest has been served by revealing the balance of the clause.</p> <p><b>Review:</b> This information would be reviewed for disclosure as</p> |

| Item | Project Deed clause (and general description)         | Information redacted                  | Reason(s) for redaction under GIPA Act   | Public interest considerations  |
|------|---|---------------------------------------|--|---|
|      |   |                                       |  | events and circumstances change or negotiations conclude.   |
| 21.  | Clause 52.11(i), Private Patient Portion              | The information redacted is a clause. | <p>Section 32(1)(a) and definition (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person’s legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>  | <p>The State considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information relates to arrangements made between the contractor and private health insurers;</li> <li>(b) exposing the redacted information is reasonably expected to prevent the contractor from using its competitive advantage and prejudice the contractor’s legitimate business, commercial or financial interests; and</li> <li>(c) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>          |
| 22.  | Clause 56.2(b)(iii), Grants of rights and exclusivity | The information redacted is a clause. | <p>Section 32(1)(a) and definition (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 1(f) and Item 4 (b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could 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, reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person’s legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a) to (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the information details terms on which the contractor may operate itself or sub-lease or licence the Designated Commercial Areas;</li> <li>(b) the redacted information might prejudice the contractor in negotiations with potential sub-lessees or licensees and reveal information about the contractor’s bidding strategy and market business strategy to competitors or third parties;</li> <li>(c) revealing that information is therefore expected to reduce the competitive commercial value of that information to the contractor and prejudice the contractor’s legitimate business and commercial interests; and</li> </ul> |

| Item | Project Deed clause (and general description)                 | Information redacted   | Reason(s) for redaction under GIPA Act  | Public interest considerations   |
|------|---|--|---|--|
|      |   |  |   | <p>(d) exposing the redacted information is reasonably expected to prejudice the State in future negotiations and therefore place the State in a commercial disadvantage and diminish the competitive commercial value of the information to the State</p> <p>While there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>  |
| 23.  | Clause 56.7(a), Termination and sub clause 56.7(a)(ii)(A)(II) | <p>The information redacted is a phrase in clause 56.7(a).</p> <p>The information redacted in sub clause 56.7(a)(ii)(A)(II) is an entire sub clause.</p> | <p>Section 32(1)(a) and definition (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person’s legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>   | <p>The State considered identifiers (a) to (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the information details a particular provision by which the State may terminate Associated Commercial Facility and associated Subcontract and sublease; and</p> <p>(b) for the reasons at item 22(b) and (c).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>   |
| 24.  | Clause 59.13(c)(i)  | The information redacted is an entire sub clause.  | <p>Section 32(1)(a) and definition (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 1(f) and Item 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency’s functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person’s legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>When weighed against the competing public interest considerations it was determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information would reveal a certain mechanism for determining the payments and fees payable by the State to the contractor;</p> <p>(b) exposing the redacted information is reasonably expected to prejudice the State in future negotiations and therefore place the State in a commercial disadvantage and diminish the competitive commercial value of the information to the State; and</p> <p>(c) while there is a public interest in revealing the redacted</p> |



| Item | Project Deed clause (and general description) | Information redacted                   | Reason(s) for redaction under GIPA Act  | Public interest considerations   |
|------|---|--|---|--|
|      |   |  |   | <p>information, this consideration is outweighed by the concern above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>   |
| 25.  | Clause 77.2(c), Operator Event of Default     | The information redacted is an amount. | <p>Section 32(1)(a) and definitions (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 1(f) and Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of this information could 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, reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a) to (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information describes thresholds which if reached would constitute a Default Event;</li> <li>(b) revealing this information would reveal other information that has been redacted in relation to abatements that would reasonably be expected to prejudice the State in future negotiations in relation to transactions of this kind; and</li> <li>(c) this could therefore place the State and contractor in a commercial disadvantage, diminish the competitive commercial value of the information to them and prejudice the contractor's legitimate business and commercial interests; and;</li> <li>(d) further, revealing the contractor's appetite for risk and its views on the likelihood of risks eventuating would place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |
| 26.  | Clause 78.1(o), Operator Termination Event    | The information redacted is an amount. | <p>Section 32(1)(a) and definitions (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government</p>   | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information, because of the same reasons at item 25(a) to (c) above.</p>   |

| Item | Project Deed clause (and general description) | Information redacted  | Reason(s) for redaction under GIPA Act   | Public interest considerations  |
|------|---|---|--|---|
|      |   |   | <p>contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>   |   |
| 27.  | Clause 82.2(b)(ii),<br>Option duration        | The information redacted is a percentage.                             | <p>Section 32(1)(a) and definitions (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>  | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State needs to weigh the competing public interest considerations to determine if there is an overriding public interest against disclosure of this information because of the same reasons set out in item 20(a) to (c).</p>  |
| 28.  | Clause 86A                                    | The information redacted is an entire clause (including the heading). | <p>Section 32(1)(a) and definitions (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 1(f) and Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market and could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a) to (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information sets out in detail the events by which the State may engage another party to provide certain hospital services that would trigger remedies for the contractor;</li> <li>(b) revealing this information would disclose information about the commercial arrangements (including compensation arrangements), bidding strategy and market business strategy to competitors of the contractor or third parties, which would be reasonably expected to place the contractor and the State at a commercial disadvantage and diminish the competitive commercial value of information to them; and</li> <li>(c) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |

| Item | Project Deed clause (and general description) | Information redacted                         | Reason(s) for redaction under GIPA Act  | Public interest considerations   |
|------|---|--|---|--|
| 29.  | Clause 91.3(b)                                | The information redacted is a percentage.    | <p>Section 32(1)(d).</p> <p>Item 1(f) and Item 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information is the percentage of the Relevant Amount that the State may deduct from each Monthly Service Payment if the contractor fails to provide a valid Return Condition Bond.</li> <li>(b) exposing the redacted information is reasonably expected to prejudice the State in future negotiations and therefore place the State in a commercial disadvantage and diminish the competitive commercial value of the information to the State; and</li> <li>(c) while there is a public interest in revealing the details of these Bonds, this consideration is outweighed by the concerns above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |
| 30.  | Schedule 1 - Item 23, Equity Contribution     | The information redacted is a dollar figure. | <p>Section 32(1)(a) and definitions (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>   | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the information is the minimum amount of equity that must be invested by the contractor (either directly or indirectly) by way of ordinary shares contributed to the Operator as a condition precedent;</li> <li>(b) this would give insight into the contractor's financing arrangements, profit margins and costs structure which if disclosed would compromise the commercial value of the information to the contractor and affect it ability to negotiate such terms with other clients and would place the contractor at a substantial commercial disadvantage in relation to other contractors.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as</p>   |

| Item | Project Deed clause (and general description)   | Information redacted   | Reason(s) for redaction under GIPA Act   | Public interest considerations   |
|------|---|--|--|--|
|      |   |  |  | events and circumstances change.   |
| 31.  | Schedule 3 - Key Personnel  | The information redacted is a name   | <p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 4(b), (c) and (d) and item 3(a) of the table in section 14.</p> <p>The disclosure of this information could reveal an individual's personal information.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information is a name of a person who is to be appointed as Chief Executive Officer of the Hospital;</li> <li>(b) revealing this information would disclose an individual's personal information;</li> <li>(c) revealing the information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins and prejudice the contractor's legitimate business, commercial or financial interests.</li> </ul> <p>Any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> |
| 32.  | <p>Schedule 5</p> <p>Part A: clauses 1(c)(iv), 2(f), 3(b), 4(c), 5(d)</p> <p>Part B: clause 7(f), 8(b), 9(d), 10(d)</p> | <p>The information redacted is</p> <p>Part A: clause 1(c)(iv) - a percentage; clause 2(f) - a dollar figure and a time period; clause 3(b) - two dollar figures and a time period; clause 4(c) - a dollar figure; and clause 5(d) - a dollar figure</p> <p>Part B: clause 7(f), two dollar figures; 8(b) - two dollar figures;</p> | <p>Section 32(1)(a) and definition (a), (b), (c) and (e) of the "commercial in confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a), (b), (c) and (d) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information relates to the level and nature of insurances for the Project that the contractor is required to maintain specifically in relation to a % cover for escalation and the required levels of liability insurance, whether for one event or in the aggregate over a particular period;</li> <li>(b) if disclosed, this information would provide visibility on the contractor's profit margins and cost structure and financial arrangements;</li> <li>(c) revealing the redacted information is reasonably expected to prejudice the contractor in future contracts of a similar</li> </ul>  |

| Item | Project Deed clause (and general description) | Information redacted  | Reason(s) for redaction under GIPA Act  | Public interest considerations   |
|------|---|---|---|--|
|      |   | clause 9(d) - a dollar figure and clause 10(d) - a dollar figure  |   | <p>nature, particularly in relation to insurance and could prejudice the contractor in negotiations with third parties, particularly insurers of future projects;</p> <p>(d) it would also reveal insight into the apportionment of risks assumed by the contractor in relation to the works and other obligations with respect to the project and therefore the level of risk that the contractor was prepared to price and accept in relation to any future rectification requirements; and</p> <p>(e) the public interest has been served by otherwise revealing the terms of the contractor's insurance obligations.</p> <p>Given the extent of those disclosures there is an overriding public interest against the disclosure of these precise terms of insurance cover.</p> <p>While there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>  |
| 33.  | Schedule 9 - Clause 1                         | The information redacted is a postamble that is part of a clause. | <p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State needs to weigh the competing public interest considerations to determine if there is an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out particular limitations on the contractor's rights to compensation in respect of a Compensation Event save for as otherwise expressly provided for in the Project Deed;</p> <p>(b) revealing the redacted information would disclose the apportionment of risks between the parties with respect to such events and therefore provide insight into the contractor's cost structure, equity return and profit margin;</p> <p>(c) revealing the contractor's appetite for risk with respect to compensation would place the contractor at a substantial commercial disadvantage in projects of a similar nature and in negotiations with third parties and subcontractors. This is expected to reduce the value of that information to</p> |

| Item | Project Deed clause (and general description)   | Information redacted                                 | Reason(s) for redaction under GIPA Act  | Public interest considerations   |
|------|---|--|---|--|
|      |   |  |   | <p>the contractor and prejudice its business, commercial and financial interests; and</p> <p>(d) the public interest has been served by revealing the basis on which the contractor is otherwise entitled to seek compensation in respect of a Compensation Event. Given the extent of that disclosure there is an overriding public interest against the disclosure of the redacted information.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>  |
| 34.  | Schedule 10 - Clause 1  | The information redacted is a postamble in clause 5. | <p>Section 32(1)(a) and definition (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person’s legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>   | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out the basis on which the contractor will not be entitled to relief in accordance with the Relief Event procedure; and</p> <p>(b) for the reasons set out in item 33 (b) to (d) above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>   |
| 35.  | Schedule 11 - Clause 3.1(a)(iv), Operator to calculate costs section<br><br>Clause 3.5(a), Exclusion of Private Patient Portion, State Price elements | The information redacted is two subclauses.          | <p>Section 32(1)(a) and definition (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Items 1(f) and Item 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency’s functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person’s legitimate business and commercial interests.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government</p> | <p>The State considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information relates to arrangements made between the contractor and the State for determining the Estimated Cost Effect payments;</p> <p>(b) exposing the redacted material (in combination with other information that has not been included) would provide insight into the contractor’s cost structure and profit margins as well as the apportionment of risks assumed by the contractor in relation to the services and other obligations with respect to the project and therefore the</p> |

| Item | Project Deed clause (and general description) | Information redacted                             | Reason(s) for redaction under GIPA Act  | Public interest considerations   |
|------|---|--|---|--|
|      |   |  | <p>contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>  | <p>level of risk that the contractor was prepared to price;</p> <p>(c) the masked information would place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and</p> <p>(d) revealing the redacted information is reasonably expected to prejudice NSW Health, Health Administrative Corporation and/or the Northern Sydney Local Health District in future projects of a similar nature and therefore place those agencies at a commercial disadvantage and diminish the competitive commercial value of information to those agencies.</p> <p>(e) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>   |
| 36.  | Schedule 11, clause 3.1(vi)                   | The information redacted is a percentage figure. | <p>Section 32(1)(d).</p> <p>Item 1(f) and Item 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a) to (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out a percentage relating to the amount of incremental Capital Expenditure that can be received by the contractor as part of reasonable and administrative overhead costs of an ECE Event;</p> <p>(b) exposing the redacted information is reasonably expected to prejudice the State in future negotiations and therefore place the State in a commercial disadvantage and diminish the competitive commercial value of the information to the State; and</p> <p>(c) the public interest has been served by revealing the existence of the item leading to a calculation of costs. However, on balance, there is an overriding public interest against the disclosure of the percentage.</p> |

| Item | Project Deed clause (and general description)                             | Information redacted   | Reason(s) for redaction under GIPA Act  | Public interest considerations  |
|------|---|--|---|---|
|      |   |  |   | <b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.  |
| 37.  | Schedule 11 - Clause 3.1A, Partial termination of Private Patient Portion | The information redacted is an entire clause including the clause heading. | <p>Section 32(1)(a) and definition (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Items 1(f) and Item 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information relates to arrangements made between the contractor and the State for determining the Estimated Cost Effect payments in particular circumstances involving a State initiated Change;</li> <li>(b) the masked information (in conjunction with other information) will reveal the profit margins and the method used to structure costs. This will consequently prejudice the contractor in future contracts;</li> <li>(c) exposing the redacted information is reasonably expected to provide insight into the contractor's potential capabilities and prejudice the contractor's legitimate business, commercial or financial interests;</li> <li>(d) revealing the redacted information is reasonably expected to prejudice NSW Health, Health Administrative Corporation and/or the Northern Sydney Local Health District in future projects of a similar nature and therefore place those agencies at a commercial disadvantage and diminish the competitive commercial value of information to those agencies; and</li> <li>(e) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |
| 38.  | Schedule 11 - Clause 3.4, Prolongation Costs                              | The information redacted is a dollar figure.                               | <p>Section 32(1)(a) and definition (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Items 1(f) and Item 4(a) to (d) of the Table to section 14.</p>   | <p>The State considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined that there was an overriding public interest against</p>   |



| Item | Project Deed clause (and general description)    | Information redacted                        | Reason(s) for redaction under GIPA Act  | Public interest considerations  |
|------|--|---|---|---|
|      |  |   | <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information is a dollar figure which describes the maximum daily rate of Prolongation Costs which can be included in the Estimated Cost Effect;</li> <li>(b) the masked information (in conjunction with other information) will reveal the profit margins and the method used to structure costs. This will consequently prejudice the contractor in future contracts;</li> <li>(c) revealing the redacted information is reasonably expected to prejudice NSW Health, Health Administrative Corporation and/or the Northern Sydney Local Health District in future projects of a similar nature and therefore place those agencies at a commercial disadvantage and diminish the competitive commercial value of information to those agencies; and</li> <li>(d) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</li> </ul> <p>The words used in the heading of the clause are descriptive of the redacted information. This information also carries sensitivity for the reasons described above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |
| 39.  | Schedule 11 - Clause 4, Qualifying Change in Law | The information redacted is several figures | <p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Items 1(f) and 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>   | <p>The State considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information are percentages which describes any liability by the State to pay portions of the Estimated Cost Effect arising from a General Change in Law;</li> <li>(b) exposing the redacted material (in combination with other information that has not been included) would provide insight into the contractor's cost structure and profit margins as well as the apportionment of risks assumed by the contractor in relation to the services and other</li> </ul>   |

| Item | Project Deed clause (and general description) | Information redacted                           | Reason(s) for redaction under GIPA Act  | Public interest considerations   |
|------|---|--|---|--|
|      |   |  | <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>  | <p>obligations with respect to the project and therefore the level of risk that the contractor was prepared to price. Exposing this information may also provide insight into the contractor's potential capabilities and its views on the likelihood of those risks arising;</p> <p>(c) revealing the masked information would place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests;</p> <p>(d) revealing the redacted information is reasonably expected to prejudice NSW Health, Health Administrative Corporation and/or the Northern Sydney Local Health District in future projects of a similar nature and therefore place those agencies at a commercial disadvantage and diminish the competitive commercial value of information to those agencies; and</p> <p>(e) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |
| 40.  | Schedule 11, clause 4                         | The information redacted is the entire clause. | <p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Items 1(f) and 4(a), (b) and (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency at a commercial disadvantage in a market.</p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government</p> | <p>The State considered identifiers (a) to (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out the agreed position between the parties with respect to the State's liability of the Estimated Cost Effect due to a Qualifying Change in Law;</p> <p>(b) revealing the redacted information is reasonably expected to prejudice the State in negotiating similar clauses in other projects and therefore places the State at a commercial disadvantage and diminish the competitive value of information to the State; and</p>  |

| Item | Project Deed clause (and general description) | Information redacted                 | Reason(s) for redaction under GIPA Act   | Public interest considerations  |
|------|---|--------------------------------------|--|---|
|      |   |                                      | <p>contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>   | <p>(c) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concern above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>   |
| 41.  | Schedule 11 - Appendix 1, Table A (margins)   | The information redacted is a table. | <p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Items 1(f) and 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information is a table setting out the Operator Margin, the Construction Margin, the Onsite management and supervision fee and the Design Management Fee which relates to arrangements made between the contractor and the State for determining the Estimated Cost Effect payments during the Development Phase;</p> <p>(d) exposing the redacted material (in combination with other information that has not been included) would provide insight into the contractor's cost structure and profit margins as well as the apportionment of risks assumed by the contractor in relation to the services and other obligations with respect to the project and therefore the level of risk that the contractor was prepared to price. Exposing this information may also provide insight into the contractor's potential capabilities and its views on the likelihood of those risks arising;</p> <p>(c) exposing the redacted information is reasonably expected to prevent the contractor from using its competitive advantage and prejudice the contractor's legitimate business, commercial or financial interests;</p> <p>(d) revealing the redacted information is reasonably expected to prejudice NSW Health, Health Administrative Corporation and/or the Northern Sydney Local Health District in future projects of a similar nature and therefore place those agencies at a commercial disadvantage and diminish the competitive commercial value of information to those agencies; and</p> |

| Item | Project Deed clause (and general description)          | Information redacted   | Reason(s) for redaction under GIPA Act   | Public interest considerations  |
|------|--|--|--|---|
|      |  |  |  | <p>(e) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>  |
| 42.  | Schedule 12 - Clause 1, definitions                    | The information redacted is two definitions including all references to these definitions in the Project Deed and its Schedules and all references to the Schedule and the Schedule heading in the Project Deed and its Schedule, including a phrase in clauses 3.5(c), 3.6(c) and clauses 3.7(a)H, 3.8(a)G. | <p>Section 32(1)(a) and definition (a) - (e) of "commercial in confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 4(b) to (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal highly sensitive commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests and prejudice any person's legitimate business, commercial, professional or financial interests.</p> | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information is two definitions that have been carefully negotiated for the purposes of determining how termination payments will be made to the contractor;</li> <li>(b) revealing the redacted information would provide insight into the contractor's cost structure, equity return and profit margin and its apportionment of risks in relation to the services and other obligations with respect to the project;</li> <li>(c) revealing the redacted information would place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and</li> <li>(d) Given the extent of the disclosure in relation to the provisions for termination payments in Schedule 12 there is an overriding public interest against the disclosure of this particular information.</li> </ul> <p>The references to the relevant definitions in the Project Deed and its Schedules are descriptive of the redacted information. This information also carries sensitivity for the reasons described above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |
| 43.  | Schedule 12 - Clause 4.3(a)(B)(ii), Post State Capital | The information redacted is a clause.  | Section 32(1)(a) and definition (e) of "commercial in confidence provisions" (clause 1, Schedule 4) section 32   | The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.  |

| Item | Project Deed clause (and general description)                   | Information redacted                | Reason(s) for redaction under GIPA Act   | Public interest considerations   |
|------|---|-------------------------------------|--|--|
|      | Payment Phase and post Operating Term – Private Patient Portion |                                     | <p>(1) (d).</p> <p>Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial and financial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information is part of the agreed formula for the calculation of the Termination Payment to be made by the State;</li> <li>(b) exposing the redacted material (in combination with other information that has not been included) would provide insight into the contractor's cost structure and profit margins as well as the apportionment of risks assumed by the contractor in relation to the services and other obligations with respect to the project and therefore the level of risk that the contractor was prepared to price. Exposing this information may also provide insight into the contractor's potential capabilities and its views on the likelihood of those risks arising;</li> <li>(c) exposing the redacted information is reasonably expected to prevent the contractor from using its competitive advantage and prejudice the contractor's legitimate business, commercial or financial interests;</li> <li>(d) revealing the redacted information is reasonably expected to prejudice the State in future projects of a similar nature and therefore place those agencies at a commercial disadvantage and diminish the competitive commercial value of information to those agencies; and</li> <li>(e) the public interest has been served by revealing the other provisions that apply to Termination Payments in accordance with the procedure in Schedule 12 and while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |
| 44.  | Schedule 12 - Clause 4.5, Relevant Private Opportunity          | The information redacted is a word. | <p>Section 32(1)(a) and definition (e) of "commercial in confidence provisions" (clause 1, Schedule 4) section 32 (1) (d).</p> <p>Item 1(f) and Item 4(b), (c) and (d) of the Table to section</p>   | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against</p>   |

| Item | Project Deed clause (and general description) | Information redacted                                     | Reason(s) for redaction under GIPA Act  | Public interest considerations  |
|------|---|--|---|---|
|      | Payment                                       |  | <p>14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial and financial interests.</p> <p>There is an overriding public interest against disclosure.</p>   | <p>disclosure of this information because:</p> <p>(a) the redacted information is the amount of the Relevant Private Opportunity Payment; and</p> <p>(b) of the reasons set out in item 43 (b) to (e) above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>  |
| 45.  | Schedule 12 -Clause 7                         | The information redacted is an entire clause and heading | <p>Section 32(1)(a) and definition (e) of "commercial in confidence provisions" (clause 1, Schedule 4) section 32 (1) (d).</p> <p>Item 1(f) and Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial and financial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a), (b), (c), (e) and (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure because:</p> <p>(a) of the reasons set out in item 5(a) to (d) and item 43 (b) to (e) above.</p> <p>(b) The words used in the heading of the clause are descriptive of the redacted information. This information also carries sensitivity for the reasons described above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |

| Item | Project Deed clause (and general description)   | Information redacted                                   | Reason(s) for redaction under GIPA Act   | Public interest considerations   |
|------|---|--|--|--|
| 46.  | Schedule 12 - Clause 3.7(a), Post State Capital Payment Phase – Operator Default Termination (whole of Project termination) | The information redacted in each case is a percentage. | <p>Section 32(1)(a) and definition (e) of "commercial in confidence provisions" (clause 1, Schedule 4) section 32 (1)(d).</p> <p>Item 1(f) and Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial and financial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information is part of a Termination Payment formula; and</p> <p>(b) of the reasons set out in item 43(b) to (e) above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |
| 47.  | Schedule 12 - Clause 3.8(a), Post State Capital Payment Phase – Operator Default Termination (State Asset only)             | The information redacted is a percentage               | <p>Section 32(1)(a) and definition (e) of "commercial in confidence provisions" (clause 1, Schedule 4) section 32(1)(d).</p> <p>Item 1(f) and Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>  | <p>The State considered identifiers (a), (b), (c), (e) and (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure because of the reasons set out in item 5(a) to (d) and item 43(b) to (e) above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>  |

| Item | Project Deed clause (and general description)  | Information redacted                     | Reason(s) for redaction under GIPA Act  | Public interest considerations   |
|------|--|--|---|--|
|      |  |  | <p>business, commercial and financial interests.</p> <p>There is an overriding public interest against disclosure.</p>  |  |
| 48.  | Schedule 12 - Clause 3.9(a), Post Operating Term - Operator Default Termination (Private Patient Portion only) | The information redacted is a percentage | <p>Section 32(1)(a) and definition (e) of "commercial in confidence provisions" (clause 1, Schedule 4) section 32(1)(d).</p> <p>Item 1(f) and Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial and financial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information is part of a Termination Payment formula; and</p> <p>(b) of the reasons set out in item 43(b) to (e) above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |
| 49.  | Schedule 12 - Clause 5.1(a), Pre State Capital Payment Phase   | The information redacted is a percentage | <p>Section 32(1)(a) and definition (e) of "commercial in confidence provisions" (clause 1, Schedule 4) section 32 (1) (d).</p> <p>Item 1(f) and Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>   | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information is part of a Termination Payment formula; and</p> <p>(b) of the reasons set out in item 43(b) to (e) above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |



| Item | Project Deed clause (and general description)   | Information redacted                          | Reason(s) for redaction under GIPA Act   | Public interest considerations   |
|------|---|---|--|--|
|      |   |   | <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial and financial interests.</p> <p>There is an overriding public interest against disclosure.</p>  |  |
| 50.  | Schedule 12 - Clause 5.2(a), Post State Capital Payment Phase and post Operating Term | The information redacted is two percentages   | <p>Section 32(1)(a) and definition (e) of "commercial in confidence provisions" (clause 1, Schedule 4) section 32 (1)(d).</p> <p>Item 1(f) and Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial and financial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information is part of a Termination Payment formula; and</p> <p>(b) of the reasons set out in item 43(b) to (e) above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>                                       |
| 51.  | Schedule 16, sections 5(b)(2) and 5(e)(1)   | The information redacted are two percentages. | <p>Section 32(1)(d).</p> <p>Item 1(f) and Item 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and</p>  | <p>The State considered identifiers (a) to (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information are two percentages used in a mechanism relating to Volume Management of the Service Categories by the contractor;</p> <p>(b) exposing the redacted information is reasonably expected to prejudice the State in future negotiations and therefore</p> |

| Item | Project Deed clause (and general description)    | Information redacted                  | Reason(s) for redaction under GIPA Act   | Public interest considerations  |
|------|--|---------------------------------------|--|---|
|      |  |                                       | <p>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>   | <p>place the State in a commercial disadvantage and diminish the competitive commercial value of the information to the State.</p> <p>While there is a public interest in revealing the redacted information, this consideration is outweighed by the concern above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>  |
| 52.  | Schedule 17 section (a)(i) to (iii), (b) and (c) | The information redacted are numbers. | <p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Items 1(f) and Item 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility of the contractor's cost structure and profit margins.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>When weighed against the competing public interest considerations it was determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information relates to the projected activity for the initial operating year (NWDA activity units) which informs the contractor's projected profit margins and cost structures;</li> <li>(b) revealing the redacted information (or the combination of this information with other information that is not included) would provide</li> <li>(c) insight into the contractor's profit margin as well as the commercial revenue risk appetite of the contractor and reveal the revenue to be received by the contractor;</li> <li>(c) exposing the redacted information is reasonably expected to prevent the contractor from using its competitive advantage, diminish the competitive commercial value of information to the contractor and prejudice the contractor's legitimate business, commercial or financial interests;</li> <li>(d) revealing the redacted information would place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests;</li> <li>(e) revealing the redacted information is reasonably expected to prejudice NSW Health, Health Administrative</li> </ul> |

| Item | Project Deed clause (and general description)          | Information redacted   | Reason(s) for redaction under GIPA Act   | Public interest considerations   |
|------|--|--|--|--|
|      |  |  |  | <p>Corporation and/or the Northern Sydney Local Health District in future projects of a similar nature and therefore place those agencies at a commercial disadvantage and diminish the competitive commercial value of information to those agencies.</p> <p>while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>  |
| 53.  | Schedule 18 – Clause 1(k)(4) and Item 4 of Clause 2(b) | The information redacted is an entire sub clause and a percentage. | <p>Section 32(1)(a) and definition (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Items 1(f) and 4(a), (b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency’s functions and place an agency at a commercial disadvantage in a market.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person’s legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a) to (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>When weighed against the competing public interest considerations it was determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information would reveal a KPI target, as well as information about the mechanism for adjusting KPI targets;</li> <li>(b) exposing the redacted material would provide insight into the apportionment of risks assumed by the contractor in relation to the services and other obligations with respect to the project and therefore the level of risk that the contractor was prepared to price and accept;</li> <li>(c) the redacted information (or the combination of this information with other information that is not included) may also provide insight into the contractor’s potential capabilities and its views on the likelihood of those risks arising;</li> <li>(d) revealing the redacted information would place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests;</li> <li>(e) revealing the redacted information is reasonably expected to prejudice NSW Health, Health Administrative Corporation and/or the Northern Sydney Local Health District in future projects of a similar nature and therefore</li> </ul> |

| Item | Project Deed clause (and general description) | Information redacted                                       | Reason(s) for redaction under GIPA Act  | Public interest considerations  |
|------|---|--|---|---|
|      |   |  |   | <p>place those agencies at a commercial disadvantage and diminish the competitive commercial value of information to those agencies.</p> <p>While there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above. The public interest has been served by revealing the existence of the contractor's Key Performance Indicators. There is an overriding public interest against the disclosure of precise targets and thresholds.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>   |
| 54.  | Schedule 18 - Clause 1A, Review of KPIs       | The information redacted is a clause including the heading | <p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Items 1(f) and 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency at a commercial disadvantage in a market.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>When weighed against the competing public interest considerations it was determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information would reveal a mechanism for considering adjustments to the KPIs;</li> <li>(b) exposing the redacted material would provide insight into the apportionment of risks assumed by the contractor in relation to the services and other obligations with respect to the project and therefore the level of risk that the contractor was prepared to price and accept in relation to any future rectification requirements;</li> <li>(c) the redacted information (or the combination of this information with other information that is not included) may also provide insight into the contractor's potential capabilities and its views on the likelihood of those risks arising;</li> <li>(d) revealing the redacted information would place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests;</li> <li>(e) revealing the redacted information is reasonably expected to prejudice NSW Health, Health Administrative</li> </ul> |

| Item | Project Deed clause (and general description) | Information redacted   | Reason(s) for redaction under GIPA Act  | Public interest considerations   |
|------|---|--|---|--|
|      |   |  |   | <p>Corporation and/or the Northern Sydney Local Health District in future projects of a similar nature and therefore place those agencies at a commercial disadvantage and diminish the competitive commercial value of information to those agencies.</p> <p>While there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</p> <p>The words used in the heading of the clause are descriptive of the redacted information. This information also carries sensitivity for the reasons described above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>   |
| 55.  | Schedule 18, clause 2(a) and 2(b)             | The information redacted is two columns of a table, (the sixth and seventh columns). | <p>Section 32(1)(a) and definitions (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 1(f) and Item 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of the information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>When weighed against the competing public interest considerations it was determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information would reveal a certain mechanism for determining the performance of the contractor which affects the payments made to the contractor;</li> <li>(a) exposing the redacted information is reasonably expected to prejudice the State in future negotiations and therefore place the State in a commercial disadvantage and diminish the competitive commercial value of the information to the State; and</li> <li>(b) the public interest has been served by revealing the existence of the contractor's Key Performance Indicators. Given the extent of these disclosures, there is an overriding public interest against the disclosure of precise targets and thresholds.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |
| 56.  | Schedule 18 - Part 2, KPI Table               | The information redacted is a row in a table (eighth column).                        | Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).  | <p>The State considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>When weighed against the competing public interest considerations</p>   |

| Item | Project Deed clause (and general description) | Information redacted                  | Reason(s) for redaction under GIPA Act  | Public interest considerations   |
|------|---|---------------------------------------|---|--|
|      |   |                                       | <p>Items 1(f) and 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility of the contractor's cost structure and profit margins.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>it was determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information would reveal the amount of failure points attributed by the State for each failure by the contractor to achieve a KPI, which affects the monthly service payments received by the contractor;</li> <li>(b) exposing the redacted material (in combination with other information that has not been included) would provide insight into the contractor's cost structure and profit margins as well as the apportionment of risks assumed by the contractor in relation to the services and other obligations with respect to the project and therefore the level of risk that the contractor was prepared to price. Exposing this information may also provide insight into the contractor's potential capabilities and its views on the likelihood of those risks arising;</li> <li>(c) revealing the redacted information would place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests;</li> <li>(d) revealing the redacted information is reasonably expected to prejudice NSW Health, Health Administrative Corporation and/or the Northern Sydney Local Health District in future projects of a similar nature and therefore place those agencies at a commercial disadvantage and diminish the competitive commercial value of information to those agencies; and</li> <li>(e) the public interest has been served by revealing the existence of the contractor's Key Performance Indicators. Given the extent of these disclosures, there is an overriding public interest against the disclosure of precise targets and thresholds.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |
| 57.  | Schedule 20, clause 1(a)                      | The information redacted is a formula | Section 32(1)(a) and definitions (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule   | The State considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.   |

| Item | Project Deed clause (and general description) | Information redacted                                      | Reason(s) for redaction under GIPA Act   | Public interest considerations  |
|------|---|---|--|---|
|      |   | and its components.                                       | <p>4) and section 32(1)(d).</p> <p>Item 1(f) and Item 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>   | <p>When weighed against the competing public interest considerations it was determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information would reveal a certain mechanism for determining the payments and fees payable by the State to the contractor;</li> <li>(b) exposing the redacted information is reasonably expected to prejudice the State in future negotiations and therefore place the State in a commercial disadvantage and diminish the competitive commercial value of the information to the State; and</li> <li>(c) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concern above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>   |
| 58.  | Schedule 20, clause 2.1(a)                    | The information redacted is a formula and its components. | <p>Section 32(1)(a) and definitions (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 1(f) and Item 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>When weighed against the competing public interest considerations it was determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information would reveal a certain mechanism for determining the payments and fees payable by the State to the contractor;</li> <li>(b) exposing the redacted information is reasonably expected to prejudice the State in future negotiations and therefore place the State in a commercial disadvantage and diminish the competitive commercial value of the information to the State.</li> </ul> <p>while there is a public interest in revealing the redacted information, this consideration is outweighed by the concern above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |
| 59.  | Schedule 20, clause                           | The information   | Section 32(1)(a) and definitions (d) and (e) of  | The State considered identifiers (a), (b), (c), (e) and (f) above to be   |

| Item | Project Deed clause (and general description) | Information redacted                                      | Reason(s) for redaction under GIPA Act   | Public interest considerations  |
|------|---|---|--|---|
|      | 2.1(b)  | redacted is a formula and its components.                 | <p>“commercial-in-confidence provisions” (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 1(f) and Item 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>   | <p>relevant public interest considerations in favour of disclosure.</p> <p>When weighed against the competing public interest considerations it was determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information would reveal a certain mechanism for determining the payments and fees payable by the State to the contractor;</li> <li>(b) exposing the redacted information is reasonably expected to prejudice the State in future negotiations and therefore place the State in a commercial disadvantage and diminish the competitive commercial value of the information to the State; and</li> <li>(c) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concern above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>   |
| 60.  | Schedule 20, clause 2.3(b)                    | The information redacted is a formula and its components. | <p>Section 32(1)(a) and definitions (d) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 1(f) and Item 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>When weighed against the competing public interest considerations it was determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information would reveal a certain mechanism for determining the payments and fees payable by the State to the contractor;</li> <li>(b) exposing the redacted information is reasonably expected to prejudice the State in future negotiations and therefore place the State in a commercial disadvantage and diminish the competitive commercial value of the information to the State.</li> </ul> <p>While there is a public interest in revealing the redacted information, this consideration is outweighed by the concern above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |



| Item | Project Deed clause (and general description) | Information redacted                          | Reason(s) for redaction under GIPA Act   | Public interest considerations   |
|------|---|---|--|--|
| 61.  | Schedule 20 - Clause 3.2(a), Discount Table   | The information redacted is a table.          | <p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Items 1(f) and 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility of the contractor's cost structure and profit margins.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure</p> | <p>The State considers identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>When weighed against the competing public interest considerations it was determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information would reveal the applicable discount percentage to be applied against the State Price for each Service Category which was agreed between the parties;</li> <li>(b) exposing the redacted material would provide insight into the contractor's profit margin as well as the apportionment of risks assumed by the contractor in relation to the services and other obligations with respect to the project and therefore the level of risk that the contractor was prepared to price;</li> <li>(c) revealing the redacted information would place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests;</li> <li>(d) revealing the redacted information is reasonably expected to prejudice NSW Health, Health Administrative Corporation and/or the Northern Sydney Local Health District in future projects of a similar nature and therefore place those agencies at a commercial disadvantage and diminish the competitive commercial value of information to those agencies.</li> </ul> <p>While there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above; and.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |
| 62.  | Schedule 20, clause 3.3                       | The information redacted is an entire clause. | <p>Section 32(1)(a) and definitions (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 1(f) and Item 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the</p>  | <p>The State considered identifiers (a) to (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>When weighed against the competing public interest considerations it was determined that there was an overriding public interest against disclosure of this information because:</p>  |

| Item | Project Deed clause (and general description)   | Information redacted  | Reason(s) for redaction under GIPA Act   | Public interest considerations  |
|------|---|---|--|---|
|      |   |   | <p>effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>  | <p>(a) the redacted information would reveal a certain mechanism for determining the payments and fees payable by the State to the contractor;</p> <p>(b) exposing the redacted information is reasonably expected to prejudice the State in future negotiations and therefore place the State at a commercial disadvantage and diminish the competitive commercial value of the information to the State; and</p> <p>(c) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concern above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>  |
| 63.  | Schedule 20, clauses 1(a), 2.1(a), 2.1(b), 2.3(b), 3.2(a), 3.2(b), 3.4(a)(7), 3.4(a)(8), 4.2, 6.2(a), 6.2(c), 6.3(a) and 10 | The information redacted are formulae including their components. | <p>Section 32(1)(a) and definitions (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 1(f) and Item 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>When weighed against the competing public interest considerations it was determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information would reveal a certain mechanism for determining the payments and fees payable by the State to the contractor if the State Price ceased to exist or the State applies or is intending to apply a different funding mechanism;</p> <p>(b) exposing the redacted information is reasonably expected to prejudice the State in future negotiations and therefore place the State in a commercial disadvantage and diminish the competitive commercial value of the information to the State; and</p> <p>(c) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concern above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |
| 64.  | Schedule 20, clause   | The information   | Section 32(1)(a) and definitions (d) and (e) of "commercial-in-confidence provisions" (clause 1,   | The State considered identifiers (a), (b), (c), (e) and (f) above to  |

| Item | Project Deed clause (and general description) | Information redacted                          | Reason(s) for redaction under GIPA Act   | Public interest considerations  |
|------|---|---|--|---|
|      | 8   | redacted is a number                          | <p>Schedule 4) and section 32(1)(d).</p> <p>Item 1(f) and Item 4 (a) to (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency in a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>be relevant public interest considerations in favour of disclosure.</p> <p>When weighed against the competing public interest considerations it was determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information would reveal a certain amount which is payable by the contractor to the State as part of the payment mechanism;</li> <li>(b) exposing the redacted information is reasonably expected to prejudice the State in future negotiations and therefore place the State in a commercial disadvantage and diminish the competitive commercial value of the information to the State.</li> </ul> <p>While there is a public interest in revealing the redacted information, this consideration is outweighed by the concern above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>   |
| 65.  | Schedule 20, clause 11                        | The information redacted is an entire clause. | <p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice any person's legitimate business, commercial or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>                   | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information would disclose the basis for calculating amounts payable by the Operator to the State;</li> <li>(b) disclosing this information would reveal how the parties have agreed to price particular services;</li> <li>(c) this would disclose details about the contractor's cost structure and profit margin;</li> <li>(d) exposing the redacted information is reasonably expected to prejudice the State in future negotiations and place it at a commercial disadvantage; and</li> <li>(e) the disclosure could reasonably be expected to compromise the competitive commercial value of the information for the contractor and the State and prejudice</li> </ul> |

| Item | Project Deed clause (and general description) | Information redacted                     | Reason(s) for redaction under GIPA Act  | Public interest considerations   |
|------|---|--|---|--|
|      |   |  |   | <p>their business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>  |
| 66.  | Schedule 20 - Appendix A Lifecycle Fee        | The information redacted is an appendix. | <p>Section 32(1)(a) and definitions (b), (c) and (e) of “commercial-in-confidence provisions” (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Items 1(f) and 4 (a) to (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency’s functions and place an agency at a commercial disadvantage in a market.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person’s legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considers identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>When weighed against the competing public interest considerations it was determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information would reveal the amounts of fees payable to the contractor in respect of lifecycle on an annual and monthly basis for the Lifecycle Refurbishment Works;</li> <li>(b) revealing the redacted information would provide insight into the profit margin and cost structure as well as commercial revenue risk appetite and profit margins of the contractor;</li> <li>(c) revealing the redacted information is reasonably expected to prejudice NSW Health, Health Administrative Corporation and/or the Northern Sydney Local Health District in future projects of a similar nature and therefore place those agencies at a commercial disadvantage and diminish the competitive commercial value of information to those agencies.</li> </ul> <p>While there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change</p> |
| 67.  | Schedule 20 - Appendix B                      | The information redacted is an appendix. | <p>Section 32(1)(d).</p> <p>Item 1(f) and Item 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency’s functions and place an agency at a commercial disadvantage in a market.</p> <p>The disclosure of the information could diminish the</p>  | <p>The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information would reveal a certain mechanism for determining payment between the State and contractor;</li> </ul>   |

| Item | Project Deed clause (and general description)                          | Information redacted                          | Reason(s) for redaction under GIPA Act  | Public interest considerations   |
|------|--|---|---|--|
|      |  |   | <p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>   | <p>(d) revealing the redacted information is reasonably expected to prejudice NSW Health, Health Administrative Corporation and/or the Northern Sydney Local Health District in future projects of a similar nature and therefore place those agencies at a commercial disadvantage and diminish the competitive commercial value of information to those agencies.</p> <p>(e) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>   |
| 68.  | Schedule 22 - Part C, clause 10.4, State right to vary Outgoing Budget | The information redacted is a number          | <p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State needs to weigh the competing public interest considerations to determine if there is an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information would reveal and would reveal components of the contractor's cost structure; and</p> <p>(b) the redacted information might prejudice the contractor in future negotiations on similar projects. Revealing that information is therefore expected to reduce the competitive commercial value of that information to the contractor and prejudice the contractor's legitimate business and commercial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |
| 69.  | Schedule 22 - Part C, clause 23.1(a)(ii) and (iii)                     | The information redacted is two time periods. | <p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>   | <p>The State needs to weigh the competing public interest considerations to determine if there is an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information is two time periods which would reveal components of the contractor's cost structure; and</p> <p>(b) the redacted information might prejudice the contractor in future negotiations on similar projects. Revealing that information is therefore expected to reduce the competitive commercial value of that information to the contractor and prejudice the contractor's legitimate business and</p>  |

| Item | Project Deed clause (and general description)                                 | Information redacted   | Reason(s) for redaction under GIPA Act  | Public interest considerations  |
|------|---|--|---|---|
|      |   |  | There is an overriding public interest against disclosure.  | <p>commercial interests.</p> <p>The words used in the heading of the clause are descriptive of the redacted information. This information also carries sensitivity for the reasons described above</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>  |
| 70.  | Schedule 22 - Part D, clause 52.11(h)   | The information redacted is an entire clause including the clause heading. | <p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 4(a) to (d) of the Table to section 14. The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>        | <p>The State needs to weigh the competing public interest considerations to determine if there is an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information relates to arrangements made between the contractor and private health insurers; and</li> <li>(b) the redacted information might prejudice the contractor in future negotiations on similar projects. Revealing that information is therefore expected to reduce the competitive commercial value of that information to the contractor and prejudice the contractor's legitimate business and commercial interests.</li> </ul> <p>The words used in the heading of the clause are descriptive of the redacted information. This information also carries sensitivity for the reasons described above</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |
| 71.  | Schedule 22 - Part D, clauses 56.2 and 56.7, Associated Commercial Facilities | The information redacted is two entire clauses                             | <p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 4(a) to (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State needs to weigh the competing public interest considerations to determine if there is an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information would reveal the provisions and could prejudice the contractor in negotiations with potential sub-lessees or licensees; and</li> <li>(b) the redacted information might prejudice the contractor in future negotiations on similar projects. Revealing that information is therefore expected to reduce the competitive commercial value of that information to the contractor and prejudice the contractor's legitimate business and commercial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as</p>   |

| Item | Project Deed clause (and general description)   | Information redacted  | Reason(s) for redaction under GIPA Act  | Public interest considerations  |
|------|---|---|---|---|
|      |   |   |   | events and circumstances change.  |
| 72.  | Schedule 22 - Annexure 3, Required Notice Periods   | The information redacted are the number of years in the third column in the annexure. | Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).<br><br>Item 4(a) to (d) of the Table to section 14.<br><br>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.<br><br>There is an overriding public interest against disclosure.  | The State needs to weigh the competing public interest considerations to determine if there is an overriding public interest against disclosure of this information because:<br><br>(a) the redacted information would reveal certain notice periods; and<br><br>(b) if disclosed, this information would provide visibility on the contractor's operational framework and, in turn, profit margins and cost structure and financial arrangements; and<br><br>(c) revealing the redacted information is reasonably expected to prejudice the contractor in future contracts of a similar nature, particularly in relation to insurance and could prejudice the contractor in negotiations with third parties.<br><br><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change. |
| 73.  | Schedule 25 - All cure periods to be inserted in the schedule in clauses 1.1, 8.1, 8.6(b)(ii), 9.2(b)(i)(B), 9.2(b)(i)(C) and the entirety of Schedule 1. | This information redacted is a number of days in each clause and in Schedule 1.       | Section 32(1)(a) and definition (a), (b) and (e) of "commercial in confidence provisions" (clause 1, Schedule 4) and section 32 (1) (d).<br><br>Item 1 (f) and 4(b), (c) and (d) of the Table to section 14.<br><br>The disclosure of this information could 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 commercial-in- confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business commercial, professional or financial interests. | The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.<br><br>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information. because:<br><br>(a) the disclosure of cure periods would reveal the negotiated positions between the State, the contractor and one of its contractors; and<br><br>(b) revealing the redacted information is reasonably expected to prejudice the State and the contractor in future contracts of a similar nature, particularly could prejudice the State and contractor in negotiations with third party builders.<br><br><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.   |
| 74.  | Schedule 28   | The information redacted is the entire schedule including schedule heading.           | Section 32(1)(a) and definitions (a), (b), (d) and (e) of "commercial in confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).  | The State considered identifiers (a) to (f) to be relevant public interest considerations in favour of disclosure.<br><br>The State weighed the competing public interest considerations and determined there was an overriding public interest against   |

| Item | Project Deed clause (and general description) | Information redacted                         | Reason(s) for redaction under GIPA Act  | Public interest considerations   |
|------|---|--|---|--|
|      |   |  | <p>Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>  | <p>disclosure of this information because:</p> <p>(a) disclosure of the information would reveal the forms of guarantee which are specific to the contractor and is intellectual property in which the contractor has an interest; and</p> <p>(b) revealing the redacted information is reasonably expected to prejudice the contractor's legitimate business and commercial interests in future projects of a similar nature.</p> <p>The words used in the heading of this schedule and all references to the schedule and the schedule heading in the Project Deed and its Schedules are descriptive of the redacted information. This information also carries sensitivity for the reasons described above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>   |
| 75.  | Schedule 33 - Clause 12.1(a), Liability cap   | The information redacted is a dollar figure. | <p>Section 32(1)(a) and definition (e) of "commercial in confidence provisions" (clause 1, Schedule 4) and section 32 (1) (d).</p> <p>Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (c), (e) and (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there is an overriding public interest against disclosure of this information because:</p> <p>(a) the disclosure of this information is an amount for which the Independent Verifier will be liable to; and</p> <p>(b) the disclosure of the figures would provide visibility on the amount and apportionment of financial and other risks assumed by the contractor and the Independent Verifier; and</p> <p>(c) the disclosure would place the Independent Verifier and contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and could prejudice their legitimate business and commercial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |
| 76.  | Schedule 33 - Clause 12.2(a)(i)(A),           | The information redacted is two              | Section 32(1)(a) and definition (e) of "commercial in confidence provisions" (clause 1, Schedule 4) and section   | The State considered identifiers (c), (e) and (f) to be relevant public interest considerations in favour of disclosure.   |



| Item | Project Deed clause (and general description)                | Information redacted  | Reason(s) for redaction under GIPA Act   | Public interest considerations  |
|------|--|---|--|---|
|      | Insurances, Clauses 12.2(a)(i)(B) and 12.2(a)(iii)(C)        | numbers in Clause 12.2(a)(i)(A), dollar figures in Clauses 12.2(a)(i)(B) and 12.2(a)(iii)(C). | 32 (1) (d).<br>Item 4(b), (c) and (d) of the Table to section 14.<br><br>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.<br><br>There is an overriding public interest against disclosure.   | The State weighed the competing public interest considerations and determined there is an overriding public interest against disclosure of this information because:<br><br>(a) the disclosure of this information (or the combination of this information with other information that is not included) would reveal the amounts; and<br><br>(b) for the reasons in item 66(b) and (c) above.<br><br><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.   |
| 77.  | Schedule 33 - Schedule 2, Clause 3, The Fee                  | The information redacted is the entire clause.  | Section 32(1)(a) and definitions (a), (b) and (e) of "commercial in confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).<br><br>Item 4(b), (c) and (d) of the Table to section 14.<br><br>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.<br><br>There is an overriding public interest against disclosure. | The State considered identifiers (a), (b), (c), (e) and (f) to be relevant public interest considerations in favour of disclosure.<br><br>The State weighed the competing public interest considerations and determined that there is an overriding public interest against disclosure of this information because:<br><br>(a) the disclosure of this information (or the combination of this information with other information that is not included) would reveal the amounts; and<br><br>(b) for the reasons in item 66(b) and (c) above.<br><br><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change |
| 78.  | Schedule 33 - Schedule 3, Commercially Sensitive Information | The information redacted is an entire schedule.   | Section 32(1)(a) and definitions (a), (b) and (e) of "commercial in confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).<br><br>Item 4(b), (c) and (d) of the Table to section 14.<br><br>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.<br><br>There is an overriding public interest against disclosure. | The State considered identifiers (a), (b), (c), (e) and (f) to be relevant public interest considerations in favour of disclosure.<br><br>The State weighed the competing public interest considerations and determined that there is an overriding public interest against disclosure of this information because:<br><br>(a) disclosure of the information would reveal information that has been redacted in items 78, 79 and 80; and<br><br>(b) for the reasons in item 66(b) and (c).<br><br><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.  |
| 79.  | Schedule 35  | The information redacted is the entire  | Section 32(1)(a) and definitions (a), (b) and (e) of "commercial in confidence provisions" (clause 1, Schedule   | The State considered identifiers (c), (e) and (f) to be relevant  |

| Item | Project Deed clause (and general description) | Information redacted                             | Reason(s) for redaction under GIPA Act   | Public interest considerations   |
|------|---|--|--|--|
|      |   | schedule.  | <p>4) and section 32 (1)(d).</p> <p>Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>  | <p>public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined that there is an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the information would reveal the proposed capital costs;</li> <li>(b) disclosure of this information would reveal components of the contractor's cost structure such that disclosure of the information would prejudice the business, financial and commercial interests of the parties; and</li> <li>(c) the disclosure would place the contractor at a substantial commercial disadvantage in relation to other contractors.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>   |
| 80.  | Schedule 36                                   | The information redacted is the entire schedule. | <p>Section 32(1)(a) and definitions (a), (b), (c) and (e) of the "commercial in confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 1(a) and Item 4(a), (b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could 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, reveal commercial- in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed against the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information describes all of the information in the Project Deed that is referred to in this table as being redacted;</li> <li>(b) disclosing the redacted information (in combination with other information that has not been included) would reveal information that has been redacted elsewhere in the Project Deed and Schedules for the reasons identified in this table; and</li> <li>(c) the public interest has been served by revealing the balance of the information in the Project Deed and identifying in this table the information that has been redacted.</li> </ul> <p>While there is a public interest in revealing this redacted information, given the extent of the disclosures, there is an overriding public interest against the disclosure of the redacted information for the above reasons.</p> |

| Item | Project Deed clause (and general description) | Information redacted   | Reason(s) for redaction under GIPA Act   | Public interest considerations   |
|------|---|--|--|--|
|      |   |  |  | <p>The words used in the schedule are descriptive of the redacted information. This information also carries sensitivity for the reasons described above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>  |
| 81.  | Schedule 44                                   | The information redacted is the entire schedule.   | <p>Section 32(1)(a) definition (e) of "commercial in confidence provisions" (clause 1, Schedule 4) and section 32 (1) (d).</p> <p>Item 1(f) and 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests and prejudice any person's legitimate business, commercial, professional or financial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a), (d) and (e) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the information sets out the activities assigned by the contractors in the form of a responsibility matrix and concerns how the parties have agreed to assign responsibility for activities that must be completed;</li> <li>(b) disclosure of this information may give the contractor's competitors and other third parties an insight into the contractor's potential capabilities and significant investment was made in developing and pricing the programme to provide a short timeline as sought by the State; and</li> <li>(c) revealing the redacted information is reasonably expected to prejudice the State and the contractor in future projects and contracts of a similar nature.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances.</p> |
| 82.  | Schedule 46                                   | The information redacted is the entire schedule including the schedule heading and all references to the schedule and the schedule heading in the Project Deed and its Schedules, including a heading in the contents and a definition in clause 1.1 | <p>Section 32(1)(a) and definition (e) of "commercial in confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).</p> <p>Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>  | <p>The State considered identifiers (a), (b), (c), (e) and (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) of the reasons set out in item 5(a) to (d) above.</li> </ul> <p>The words used in the heading of the schedule and all references to the schedule and the schedule heading in the Project Deed and its Schedules are descriptive of the redacted information. This information also carries sensitivity for the reasons described above.</p>  |

| Item | Project Deed clause (and general description) | Information redacted   | Reason(s) for redaction under GIPA Act   | Public interest considerations   |
|------|---|--|--|--|
|      |   | of the Project Deed.   |  | <b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.   |
| 83.  | Exhibit 1: RFP Design Proposal                | The information redacted comprises whole documents containing words and numbers, plans, tables and drawings. | <p>Section 32(1)(a) and definitions (d) and (e) of "commercial in confidence provisions" (clause 1, Schedule 4) and section 32 (1)(d).</p> <p>Item 1(f) and Item 4(b), (c) and (d) of the Table to section 14.</p> <p>The disclosure of this information could reveal the intellectual property of the contractor, commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The State considered identifiers (a), (b), (c), (d) (e) and (f) to be relevant public interest considerations in favour of disclosure.</p> <p>The State weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information contains drawings, tables, design drawings, design specifications, design requirements, reports and an architectural brief prepared by or on behalf of the contractor about the contractor's proposal and plans for the design, construction, manufacture, installation, testing and commissioning of the Project Works;</li> <li>(b) this information (save for a number of drawings) has not been disclosed as part of the planning and licensing process for the contractor's Stage 2 Development Application;</li> <li>(c) the information if disclosed would reveal intellectual property in which the contractor has an interest and is a key part of the contractor's tender proposal and provide insight into the contractor's capabilities and proposal for the design of the hospital and delivery of services;</li> <li>(d) that information is expected to be used by the contractor in the future;</li> <li>(e) revealing the information that has not otherwise been made publically available is therefore expected to reduce the competitive commercial value of that information to the contractor and prejudice the contractor's and others' legitimate business and commercial interests;</li> <li>(f) the public interest has been served by revealing the material in the contractor's Stage 2 Development Application (in Exhibit 3 of the Project Deed). In light of this disclosure there is an overriding public interest against the disclosure of the precise apportionment involved</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p> |

