

Government Information (Public Access) Act 2009

Explanatory Table - Project Management Deed

1. MATERIAL WITHHELD FROM DISCLOSURE

1.1 The entirety of the Project Management Deed (**Deed**) has been withheld from disclosure.

2. REASONS FOR DECISION

2.1 The Deed was entered into between RMS, the Project Company, the State Works Contractor and WSO Co Pty Limited to give effect to the management arrangements during the design and construction phase of the Project. It sets out the forecast capital cost of the Project and provides for RMS to pay the Project Company a management fee if certain conditions are satisfied. The Deed was executed by the parties on 31 January 2015.

2.2 RMS has determined that the Deed is a Class 3 contract under the Government Information (Public Access) Act 2009 (**GIPA Act**).

2.3 After reviewing the information in the Deed, RMS has determined that there is an overriding public interest against disclosure of this information. The reasons for this decision are set out below:

Factors in favour of disclosure:

2.4 RMS has considered the following to be relevant public interest considerations in favour of disclosure of the Deed:

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

Factors against disclosure: reasons under the GIPA Act

2.5 Release of the information contained in the Deed is expected to:

- (a) reveal the contractor's financing arrangements (Section 32(1)(a) and definition (a) of "commercial-in-confidence provisions" (clause 1, Schedule 4));
- (b) reveal the contractor's cost structure or profit margins (Section 32(1)(a) and definition (b) of "commercial-in-confidence provisions" (clause 1, Schedule 4));
- (c) reveal intellectual property in which the contractor has an interest (Section 32(1)(a) and definition (d) of "commercial-in-confidence provisions" (clause 1, Schedule 4));
- (d) place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors (Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4));

- (e) reveal commercial-in-confidence provisions of a government contract (section 32(1)(d), item 4 (b) of the Table to section 14);
- (f) diminish the competitive commercial value of information to any person (section 32(1)(d), item 4 (c) of the Table to section 14); and
- (g) prejudice any person's legitimate business, commercial or financial interests (section 32(1)(d), item 4 (d) of the Table to section 14).

3. **REVIEW PERIOD**

- 3.1 The disclosure of information in the Deed may be reviewed as events and circumstances change.