

Government Information (Public Access) Act 2009
Explanatory Table - WestConnex M4-M5 Link Delivery Funding Deed

RMS has redacted the contractual provisions referred to below due to an overriding public interest against disclosure, in that disclosure of the information would prejudice the legitimate business and commercial interests of WCX M4-M5 Link PT Pty Limited (the **Project Trustee**), WCX M4-M5 Link AT Pty Limited (the **Asset Trustee**) (together, the **Trustees**) and RMS, and/or reveal the commercial-in-confidence provisions of a government contract. RMS will continue to review this information to ensure that where the prejudicial effect of disclosure will be removed due to a passage of time or change of circumstances, further disclosures will be made.

Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
1.	Clause 1.1 - Definition of Delivery Funding Account	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p>	<p>The information not disclosed is the number of each of the bank accounts listed.</p> <p>RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> (a) the masked information is the account number for two bank accounts. This is key commercial information and revealing it would be expected to prejudice the legitimate business interests of the parties.
2.	Clause 1.1 - Definition of Initial Funding Amount	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a dollar amount.</p> <p>RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> (a) the masked information is the dollar amount of the Initial Funding Amount. This is a key commercial term of the deed; and (b) revealing the information would reasonably be expected to place the parties at a substantial commercial disadvantage.

Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
3.	Clause 1.1 - Definition of Maximum Funding Amount	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a dollar amount.</p> <p>RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> (a) the masked information is the dollar amount of the Maximum Funding Amount. This is a key commercial term of the deed; and (b) revealing the information would reasonably be expected to prejudice the parties at a substantial commercial disadvantage.
4.	Clause 6.2(a) - Payment for Project Delivery Services	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the percentage amounts.</p> <p>RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> (a) the masked information is the percentage amount corresponding to the proportion of the Initial Funding Amount paid to the Asset Trustee and Project Trustee respectively. Revealing this information would be expected to provide insights into the cost structures of the parties; and (a) the public interest has been served by disclosing the remainder of the payment mechanism. In light of this disclosure, there is an overriding public interest against the disclosure of the precise percentage amount involved.

Item	Clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
5.	Clause 11.1 - email addresses for notices	<p>Section 32(1)(d) and item 4(d) of the Table to Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a set of email addresses.</p> <p>RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> (a) the masked information indicates the email addresses for providing notices to RMS, the Asset Trustee and the Project Trustee. Disclosure of this information could reasonably be expected to prejudice the commercial interests of the parties.
6.	Annexure A - Approved Budget	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b) and (d) of the Table to Section 14.</p> <p>The disclosure of this information could reasonably be expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is dollar amounts.</p> <p>RMS weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> (a) the masked information is the approved budget for payments to the Contractor and Stage 3 Trustee Costs. This is a key commercial term of the Deed. Revealing these dollar amounts would be expected to reveal underlying cost structures and place the parties at a substantial commercial disadvantage.