

**Government Information (Public Access) Act 2009**  
**Explanatory Table - WestConnex M4-M5 Link Project 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 Approved Financing Transaction	<p>Section 32(1)(a) and definition (a) and (b) 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 (or the combination of this information with other information that is not included) would disclose the parties' cost structure or profit margins.</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 value.</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"> <li>(a) the masked information is a dollar amount which, if it is not exceeded, permits unsecured indebtedness to be an Approved Financing Transaction (which, read in conjunction with cl 36A, has the effect of permitting this level of indebtedness to be incurred prior to completion without RMS's consent). Knowledge of threshold amounts for financing transactions would be expected to provide insights into the contractor's cost structures;</li> <li>(b) the redacted amount relates to a risk sharing arrangement between the parties. Revealing this amount would diminish the competitive commercial value of that information to the parties; and</li> <li>(c) the public interest has been served by revealing that there is a threshold amount of permitted indebtedness. In light of this disclosure, there is an overriding public</li> </ul>

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
			interest against the disclosure of the precise figure involved.
2.	Clause 1.1 - Definition of Asset Trustee's Representative	Section 32(1)(d) and item 3(a) of the Table to Section 14.	<p>The information not disclosed is the name of the Asset Trustee's Representative.</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"> <li>(a) the masked information is the name of an individual. Revealing this information would reveal that individual's personal information.</li> </ul>
3.	Clause 1.1 - Definition of D&C Margin	<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 associated with the D&amp;C Margin.</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"> <li>(a) the masked information is the percentage used in determining the amount of the D&amp;C Margin. Revealing this information would be expected to provide insights into the contractor's cost structures; and</li> <li>(b) any public interest has been served by revealing the mechanism for calculating the D&amp;C Margin. In light of this disclosure, there is an overriding public interest against the disclosure of the precise date involved.</li> </ul>
4.	Clause 1.1 - Definition of Key Relevant Entity	<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</p>	<p>The information not disclosed is the dollar amount for the aggregate contract value that makes a Relevant Entity into a Key Relevant Entity.</p> <p>RMS weighed the competing public interest considerations and determined that there was an overriding public interest</p>

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
		<p>expected to reveal commercial-in-confidence provisions of the contract and prejudice the legitimate business interests of the parties.</p>	<p>against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the masked information is a dollar amount indicating the contract value required for a Relevant Entity to become a Key Relevant Entity. Revealing this amount would diminish the competitive commercial value of that information to the parties; and</li> <li>(b) the public interest has been served by disclosing the operation of the Key Relevant Entity mechanism. In light of this disclosure, there is an overriding public interest against the disclosure of the precise figure involved.</li> </ul>
5.	<p>Clause 1.1 - Definition of Liquidated Damages (Rozelle Delayed)</p>	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and 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 dollar amount for liquidated damages.</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"> <li>(a) the masked information is a dollar amount indicating the amount of liquidated damages payable per day. Read in conjunction with cl 4A.13, it sets out the delay costs mechanism. Revealing this amount would diminish the competitive commercial value of that information to the parties; and</li> <li>(b) the public interest has been served by disclosing the remainder of the definition. In light of this disclosure, there is an overriding public interest against the disclosure of the precise figure involved.</li> </ul>

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
6.	Clause 1.1 - Definition of Process Deed Poll	<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 the date.</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"> <li>(a) the masked information is the date for the Process Deed Poll. Revealing this date would be expected to place the Trustees at a substantial commercial disadvantage.</li> </ul>
7.	Clause 1.1 - Definition of Qualifying Adverse Effect	<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 amount of the net present value of the cashflows projected to be generated from the project.</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"> <li>(a) the masked information is a dollar amount indicating the net present value of cashflows projected to be generated. Revealing this amount would diminish the competitive commercial value of that information to the parties; and</li> <li>(b) the public interest has been served by disclosing the operation of the Qualifying Adverse Effect mechanism. In light of this disclosure, there is an overriding public interest against the disclosure of the precise figure involved.</li> </ul>
8.	Clause 1.1 - Definition of Rozelle Interchange Longstop Date	<p>Section 32(1)(a) and definitions (a) 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</p>	<p>The information not disclosed is the date.</p> <p>RMS weighed the competing public interest considerations and determined that there was an overriding public interest</p>

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
		<p>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>against disclosure of this information because:</p> <p>(a) the masked information is the longstop date for completion of the Rozelle Interchange. Revealing this amount would likely place RMS at a substantial commercial disadvantage as it is a key commercial term of the Deed.</p>
9.	<p>Clause 1.1 - Definition of Supplementary Deed Poll</p>	<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 the date.</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> <p>(a) the masked information is the date for the Supplementary Deed Poll. Revealing this date would be expected to place the Trustees at a substantial commercial disadvantage.</p>
10.	<p>Clause 4A.1(e)</p>	<p>Section 32(1)(a) and definitions (a) 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 time period.</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> <p>(a) the masked information is the time period within which RMS must provide the Trustees with the Rozelle Interchange As-Builts. Revealing this amount would likely place RMS at a substantial commercial disadvantage as it is a key commercial term of the Deed.</p>
11.	<p>Clause 4A.13(a)(vii) - Rozelle Contractor Delay Costs</p>	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and 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</p>	<p>The information not disclosed is the dollar amount for the maximum amount of Rozelle Contractor Delay Costs which the Asset Trustee must pay RMS.</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>

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
		<p>the contract and prejudice the legitimate business interests of the parties.</p>	<p>(a) the masked information is a dollar amount indicating the upper limit to the amount of delay costs which the Asset Trustee must pay RMS in relation to delays on the Rozelle Interface Works. Read in conjunction with the Liquidated Damages (Rozelle Delayed) definition, it sets out the delay costs mechanism. Revealing this amount would diminish the competitive commercial value of that information to the parties;</p> <p>(b) revealing this amount would likely have an impact on the parties' ability to negotiate with other parties, as similar terms may be expected; and</p> <p>(c) the public interest has been served by disclosing the operation of the Rozelle Contractor Delay Costs mechanism. In light of this disclosure, there is an overriding public interest against the disclosure of the precise figure involved.</p>
12.	<p>Clause 9.2(d), (e)(ii)(A)(dd) and (e)(ii)(B)(dd) - Subcontracts</p>	<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), (c) 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 redacted is the dollar amount in clause 9.2(d) and the percentage amounts in clauses 9.2(e)(ii)(A)(dd) and (e)(ii)(B)(dd).</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> <p>(a) the masked information in 9.2(d) is a dollar amount indicating the threshold amount for a contract - above this amount, the Trustees must notify RMS of the contract. The masked percentages in 9.2(e)(ii) indicate the amounts (in relation to unpaid sums under the contract)</p>

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
			<p>which the Trustees need to pay if a contract is terminated. Revealing this amount would be expected to place the Trustees at a substantial commercial disadvantage;</p> <p>(b) revealing this amount would likely have an impact on the parties' ability to negotiate with other parties, as similar terms may be expected; and</p> <p>(c) the public interest has been served by disclosing the operation of the subcontracting scheme. In light of this disclosure, there is an overriding public interest against the disclosure of the precise figures or percentages involved.</p>
13.	Clause 9.18(c) - Third Party Agreements	<p>Section 32(1)(a) and definition (a) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b), (c) 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 redacted 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> <p>(a) the masked information indicates the maximum aggregate liability arising out of or in connection to the Sydney Metro Interface Agreement. Revealing this amount gives insight into the contractor's cost structures and diminishes the competitive commercial value of the information; and</p> <p>(b) the public interest has been served by disclosing the fact that there is a cap on liability. In light of this disclosure, there is an overriding public interest against the disclosure of the specific dollar amount.</p>

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
14.	Clause 10.1 - Provision of Security Bond	<p>Section 32(1)(a) and definition (a) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and items 4(b), (c) 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 redacted 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"> <li>(a) the masked information indicates the dollar amount of the Security Bond required to be provided. Revealing this amount gives insight into the contractor's financing arrangements; and</li> <li>(b) the public interest has been served by disclosing the fact that there is a requirement to provide a Security Bond. In light of this disclosure, there is an overriding public interest against the disclosure of the precise figure.</li> </ul>
15.	Clause 16.2(b) - liability cap for failure to comply with date for completion	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and 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 redacted 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"> <li>(a) the masked information indicates the dollar amount of liability cap if the Trustees fail to comply with the dates for completion set out in cl 16.2(a). Revealing this amount would give insight into the cost structures of the Trustees and would likely have an adverse impact on their ability to negotiate with other parties; and</li> <li>(b) the public interest has been served by disclosing the fact that there is a maximum liability cap. In light of this disclosure, there is an overriding public interest against the disclosure of the precise figure.</li> </ul>



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
16.	Clause 25.2(c) - dollar amounts	<p>Section 32(1)(a) and definitions (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4).</p> <p>Section 32(1)(d) and 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 range of 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"> <li>(a) the masked information indicates the dollar amounts for thresholds which determine the amount of Change Costs RMS may be liable to pay in the event of a change in law. Revealing this amount would likely have an impact on the parties' ability to negotiate with other parties. In particular, parties dealing with RMS or the contractors in the future may demand comparable terms; and</li> <li>(b) the public interest has been served by disclosing the operation of the Change in Law mechanism. In light of this disclosure, there is an overriding public interest against the disclosure of the precise figure involved.</li> </ul>
17.	Clause 42.5 - 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"> <li>(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.</li> </ul>