

Government Information (Public Access) Act 2009

Explanatory Schedule

M7-M12 Integration Project

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

3. The Deed was entered into between Transport for NSW (**TfNSW**), WSO Co Pty Limited, Westlink Motorway Limited and the State Works Contractor on 21 February 2023. The Deed sets out project management terms and conditions governing certain financial management matters of the M7-M12 Integration Project.

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

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

Factors in favour of disclosure

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

- (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.

Factors against disclosure: reasons under the GIPA Act

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

- (a) place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors (*section 32(1)(a) and (d), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*);
- (b) reveal the contractor's costs structures and profit margins (*section 32(1)(a) and (d), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1, Schedule 4*);
- (c) prejudice the effective exercise by an agency of the agency's functions (*section 32(1)(a) and (d), item 1(f) of the table in section 14*);

- (d) reveal an individual's personal information (*section 32(1)(d), item 3(a) of the table in section 14*);
- (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*).

4. **REVIEW PERIOD**

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