

Government Information (Public Access) Act 2009

Explanatory Table - NorthConnex State Works Deed

This information will be reviewed for disclosure as events and circumstances change.

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009
1.	Clause 1.1 - Definition of Initial Works Contribution	<p>Section 32(1)(a) and definition (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 (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 and provide visibility of the contractor's cost structure and profit margins.</p> <p>The disclosure of this information could also 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>
2.	Clause 1.1 - Definition of Liquidated Damages (RMS)	<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 would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>
3.	Clause 1.1 - Definition of Permitted Dealing	<p>Section 32(1)(a) and definition (a) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009
		<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) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. Exposing this information would also reveal the contractor's financing arrangements.</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>
4.	Clause 1.1 - Definition of State Works Reimbursement	<p>Section 32(1)(a) and definition (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 would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. Exposing this information would also reveal the contractor's cost structures and profit margins.</p> <p>The disclosure of this information could also 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>
5.	Clause 1.1 - Definition of SWD Early Termination Amount	<p>Section 32(1)(a) and definition (b), (d) 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 (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. Revealing the redacted information would also reveal the contractor's profit margins and cost structures.</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>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009
6.	Clause 1.1 - Definition of SWD FM Early Termination Amount	<p>Section 32(1)(a) and definition (b), (d) 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 (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. Revealing the redacted information would also reveal the contractor's profit margins and cost structures.</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>
7.	Clause 1.1 - Definition of Total Project Costs	<p>Section 32(1)(a) and definition (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 (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 and provide visibility of the contractor's cost structure and profit margins.</p> <p>The disclosure of this information could also 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>
8.	Clause 5.10 - Interest	<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 would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009
		There is an overriding public interest against disclosure.
9.	Clause 5.11(a)-(b) - Financing costs payment	<p>Section 32(1)(a) and definition (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 would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and provide visibility of the contractor's cost structure and profit margins.</p> <p>The disclosure of this information could also 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>
10.	Clause 5.12(a)(i)	<p>Section 32(1)(a) and definition (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 would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and provide visibility of the contractor's cost structure and profit margins.</p> <p>The disclosure of this information could also 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>
11.	Clause 5.12(a)(ii)(D)	<p>Section 32(1)(a) and definition (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 (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. Exposing this information would also reveal the contractor's financing arrangements, cost structures 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, financial and commercial interests.</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009
		There is an overriding public interest against disclosure.
12.	Clause 10.2 - Termination payments - paragraphs (a)(i)-(iii) and (b)(i)-(ii)	<p>Section 32(1)(a) and definition (b), (d) 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 (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. Revealing the redacted information would also reveal the contractor's profit margins and cost structures.</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>
13.	Schedule 1 - State Works	<p>Section 32(1)(a) and definition (b), (c) 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 would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and provide visibility of the contractor's cost structure and full case base financial model.</p> <p>The disclosure of this information could also 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>
14.	Schedule 6 - Payment Schedule	<p>Section 32(1)(a) and definition (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 would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. Exposing this information would also reveal the contractor's cost structures and profit margins.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract,</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009
		diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests There is an overriding public interest against disclosure.