# Government Information (Public Access) Act 2009

**Explanatory Table - NorthConnex State Works Deed**

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

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| 1.   | Clause 1.1 - Definition of Initial Works Contribution | Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).  
Item 4 (b), (c) and (d) of the Table to section 14.  
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.  
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.  
There is an overriding public interest against disclosure. |
| 2.   | Clause 1.1 - Definition of Liquidated Damages (RMS) | Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).  
Item 4 (b), (c) and (d) of the Table to section 14.  
The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.  
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.  
There is an overriding public interest against disclosure. |
<p>| 3.   | Clause 1.1 - Definition of Permitted Dealing | Section 32(1)(a) and definition (a) and (e) of &quot;commercial-in-confidence provisions&quot; (clause 1, Schedule 4) and section 32(1)(d) |</p>
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| 4.   | Clause 1.1 - Definition of State Works Reimbursement | Item 4 (b), (c) and (d) of the Table to section 14  
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.  
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.  
There is an overriding public interest against disclosure.  |
| 5.   | Clause 1.1 - Definition of SWD Early Termination Amount | Item 4 (b), (c) and (d) of the Table to section 14  
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.  
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.  
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| 6.   | Clause 1.1 - Definition of SWD FM Early Termination Amount | Section 32(1)(a) and definition (b), (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)  
Item 4 (b), (c) and (d) of the Table to section 14  
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.  
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.  
There is an overriding public interest against disclosure. |
| 7.   | Clause 1.1 - Definition of Total Project Costs | Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).  
Item 4 (b), (c) and (d) of the Table to section 14.  
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.  
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.  
There is an overriding public interest against disclosure. |
| 8.   | Clause 5.10 - Interest | Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).  
Item 4 (b), (c) and (d) of the Table to section 14.  
The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.  
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| 9.   | Clause 5.11(a)-(b) - Financing costs payment | Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).  
Item 4 (b), (c) and (d) of the Table to section 14.  
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.  
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.  
There is an overriding public interest against disclosure. |
| 10.  | Clause 5.12(a)(i) | Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).  
Item 4 (b), (c) and (d) of the Table to section 14.  
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.  
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.  
There is an overriding public interest against disclosure. |
| 11.  | Clause 5.12(a)(ii)(D) | Section 32(1)(a) and definition (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d).  
Item 4 (b), (c) and (d) of the Table to section 14  
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.  
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. |
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| 12.  | Clause 10.2 - Termination payments - paragraphs (a)(i)-(iii) and (b)(i)-(ii) | Section 32(1)(a) and definition (b), (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14  
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.  
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.  
There is an overriding public interest against disclosure. |
| 13.  | Schedule 1 - State Works | Section 32(1)(a) and definition (b), (c) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d). Item 4 (b), (c) and (d) of the Table to section 14.  
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.  
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.  
There is an overriding public interest against disclosure. |
| 14.  | Schedule 6 - Payment Schedule | Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d). Item 4 (b), (c) and (d) of the Table to section 14.  
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.  
The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, |
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