

## Government Information (Public Access) Act 2009

### Explanatory Table - NorthConnex Project - Independent Certifier Deed

Capitalised terms in this table have the meaning given to them in the Independent Certifier Deed unless the context indicates otherwise.

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 2.2(b) to (d)	<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 3A.3(a) and (c)	<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 or 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>

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3.	Clause 8.1	<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 and provide visibility of the contractor's cost structure or 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 and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
4.	Clause 8.3 - paragraphs (a)(i)-(ii) and (c)(ii)-(iii)	<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 and provide visibility on the contractor's cost structure, profit margins and financial 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>
5.	Schedule 2 - clause 2.2(a)	<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>

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 and provide visibility of the contractor's cost structure 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 and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
6.	Schedule 2 - clause 3	<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 State Works 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>
7.	Schedule 2 - clause 4 - information in the third column of the table and the two paragraphs immediately following the table	<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 State Works 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>

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		There is an overriding public interest against disclosure.
8.	Schedule 2 - clause 4 - information in the second column of the table comprising names	<p>Section 32(1)(a) and definition (d) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 3(a) 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 intellectual property in which the contractor has an interest.</p> <p>There is an overriding public interest against disclosure.</p>
9.	Schedule 2 - clause 5	<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 State Works 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.	Schedule 3 - Clauses 1.1 and 1.2 - information in columns 2	<p>Section 32(1)(a) and definition (d) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 3(a) 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 intellectual property in which the contractor has an interest.</p> <p>There is an overriding public interest against disclosure.</p>
11.	Schedule 4 - Attachment A - Initial Certification and Monitoring Plan	<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>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009
		<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 and provide visibility of the contractor's cost structure or 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 and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>