



KWARA STATE PUBLIC PRIVATE PARTNERSHIPS GUIDELINES

ANNEX I – DISCLOSURE FRAMEWORK

**KWARA STATE THE PUBLIC-PRIVATE
PARTNERSHIPS BOARD**



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List of abbreviations

KPI	Key Performance Indicators
PPP	Public Private Partnership
PPPU	Public Private Partnerships Board
RFB	Request for Bids
RFQ	Request for Qualifications
SPC	Special Purpose Company
VFM	Value for Money

1. Introduction

1.1 Background

1.1.1. In 2023, the Government of Kwara State adopted a Public-Private Partnership (PPP) policy. This policy establishes a framework that enables the private sector to participate in providing public infrastructure and services within the state.

1.1.2. The Public-Private Partnerships Law became effective on November 27, 2023, creating a solid legal and institutional framework for implementing PPP projects in Kwara State. The Law establishes the Public-Private Partnerships Committee, the Public-Private Partnerships Board, and the Project Development Facilitation Fund. It also defines the step-by-step process for executing PPP projects, guiding all stages of the project lifecycle from inception to the conclusion of the PPP agreement. Additionally, the Law specifies the content and structure of PPP agreements.

1.1.3. Following the passage of the PPP Law, the Commissioner for Finance issued the Public-Private Partnerships Manuals, 2023, and the Public-Private Partnerships (Meetings of the Committee) Regulations, 2023 (collectively referred to as the PPP Manual. These regulations prescribe methods for competitive bidding and outline procedures for selecting private sector partners for PPP projects.

1.1.4. The guidelines in this document align with the policy and legal framework set by the Government of Kwara State to facilitate and streamline the implementation of PPP projects.

1.2. This Document

1.2.1. The Kwara State Public-Private Partnership Guidelines include a Main Document and a set of Annexes.

1.2.2. This document is Annex L, which explains the disclosure framework for PPP projects. It includes three main sections (in addition to this introduction):

(a) **Section 2** outlines guidelines for disclosing information on PPP projects.

(b) **Section 3** provides templates for presenting the disclosed information.

(c) **Section 4** offers sample contractual clauses for PPP agreements to ensure the private sector partner cooperates in disclosing information while protecting their confidentiality interests.

2.3 Specific Disclosures

2.1 Introduction

2.1.1. The Government of Kwara State is committed to providing accurate and timely information about its activities to the public and other stakeholders. This policy promotes an efficient, transparent, and accountable government while empowering citizens to scrutinize and participate effectively in decisions that impact their lives. This annex outlines guidelines for disclosing information about public-private partnerships (PPPs).

2.1.2. These guidelines align with the government's goal of achieving the Sustainable Development Goals (SDGs) by 2030. Specifically, SDG 16 calls for "effective, accountable, and inclusive institutions," while SDG 17 emphasizes fostering "effective public, public-private, and civil society partnerships." Transparency and accountability are central to achieving the SDG targets for poverty alleviation, water, energy, education, and urban development, which are directly tied to delivering public services universally and equitably.

2.1.3. The legal framework for PPPs in Kwara State is primarily anchored in the Kwara State Public-Private Partnership Law of [insert year]. This law mandates that PPPs operate under principles of transparency, equal access to information, and fairness. It also requires Contracting Authorities to remain accountable to the users of the infrastructure or services developed under a PPP project. The law empowers the Kwara State Public-Private Partnership Office (KWPPPO) to establish open, efficient, and equitable processes for identifying, developing, procuring, and managing PPP projects.

2.1.4. The KWPPPO recognizes that transparency and accountability are essential to its PPP development mandate. Transparency fosters public awareness, encourages meaningful dialogue, and strengthens good governance while enhancing stakeholder engagement. These principles enable citizens and other stakeholders to understand PPP initiatives better and contribute to informed discussions, thereby improving development outcomes.

2.1.5. The KWPPPO is dedicated to embedding systems of transparency and accountability into its PPP frameworks. This includes routine disclosure practices and processes conducive to accessible and timely public communication.

2.1.6. As PPP disclosure is a developing area in Kwara State, these guidelines will be reviewed and updated every two to three years or as required to reflect new insights and best practices.

2.2 Application

2.2.1. These disclosure guidelines apply to all PPP projects initiated under the Kwara State Public-Private Law and Public Private Partnership Regulations, including government-initiated and privately initiated PPPs

2.3.1. The disclosures will follow the Kwara State PPP Law stipulations and associated manuals, as outlined in Table 1 and the templates in Section 3. Confidential information will be redacted before publication as defined under subsection 2.4.

2.3.2. Basic Project Information:

Key details such as the project name, location, sector, sponsoring agency, estimated project value (with cost breakdown), project rationale, technical description, expected demand, cost-benefit analysis, policy outcomes, and contact information of the project officer will be disclosed within 21 days of registration.

2.3.3. Project Progress Tracking:

Dates of critical milestones and status updates will be disclosed within 21 days of registration and subsequent changes.

2.3.4. Feasibility Study Report:

The feasibility study, including environmental and social impact assessments (redacted for commercially sensitive information), will be disclosed before or alongside the publication of procurement documents and within 21 days of signing the PPP agreement.

2.3.5. Procurement Information:

Procurement-related documents, including the Request for Prequalification (RFQ), short-listed bidders, and award details, will be disclosed immediately after approval. The complete Request for Bids (RFB) and award details will be disclosed within 21 days of signing the PPP agreement. Direct procurement processes must include justifications.

2.3.6. Project Summary:

A summary of the PPP contract, including project scope, value, parties involved, risk allocation, government support, pricing, and performance indicators, will be disclosed within 21 days of contract signing.

2.3.7. Key Project Documents:

The redacted PPP agreement and other essential documents will be disclosed within 21 days of the agreement's execution.

2.3.8. Financial Information:

Details such as the equity-debt ratio, financing structure, shareholders, and ownership will be disclosed within 21 days of financial close.

2.3.9. Renegotiations:

Summary information and redacted renegotiated agreements will be disclosed within 21 days of the contract's amendment.

2.3.10. Performance Information:

Performance details, including construction milestones, KPI achievements, financial updates, and audit reports, will be published within one year of financial close and updated annually.

2.3.11. Unsolicited Proposals:

Basic details about unsolicited proposals, including the proponent's information, project objectives, feasibility studies, and procurement processes, will be disclosed within 21 days of acceptance.

2.3.12. Projects Not Reaching Financial Close:

A summary explaining why projects fail to reach financial close will be disclosed.

This comprehensive disclosure framework ensures that PPP processes in Kwara State remain transparent, accountable, and aligned with global best practices to foster public trust and sustainable development.

Table 1: Summary of Specific Disclosures

NO.	DOCUMENT	CONTENTS	CREATOR	APPROVER	TIME
<i>Disclosure of information at project initiation, updated thereafter</i>					
1.	Basic project information	Project name Location Sector Sponsoring agency/department Estimated value (with breakdown of costs) Project need Projected policy outcomes of the project Description of assets and services to be provided The rationale for selecting the project for development as a	Contracting Authority	Kwara State PPP Board	Within 21 days following the approval of the project For unsolicited projects, Kwara State PPP Board upon the Contracting Authority's decision to accept the proposal.
NO.	DOCUMENT	CONTENTS	CREATOR	APPROVER	TIME
		PPP (including cost-benefit analysis) Estimated demand to be served annually Links to preliminary cost-benefit analysis For unsolicited proposals, the name of proponent, details of the public interest test, or other rationale will be provided for the same, and special conditions and advantages provided to the proponent, if any.			
2.	Project progress tracking	A section on the web-based platform that will reflect actual dates of achievement of key milestones	Kwara State PPP Board from registration of PPP project until execution of project agreement (commercial close); Contracting Authority after commencement of operations until end of contract	Kwara State PPP Board Contracting Authority	Within 21 days from project registration; and within 21 days of each status change. For unsolicited projects, upon the Contracting Authority's decision to accept the proposal.

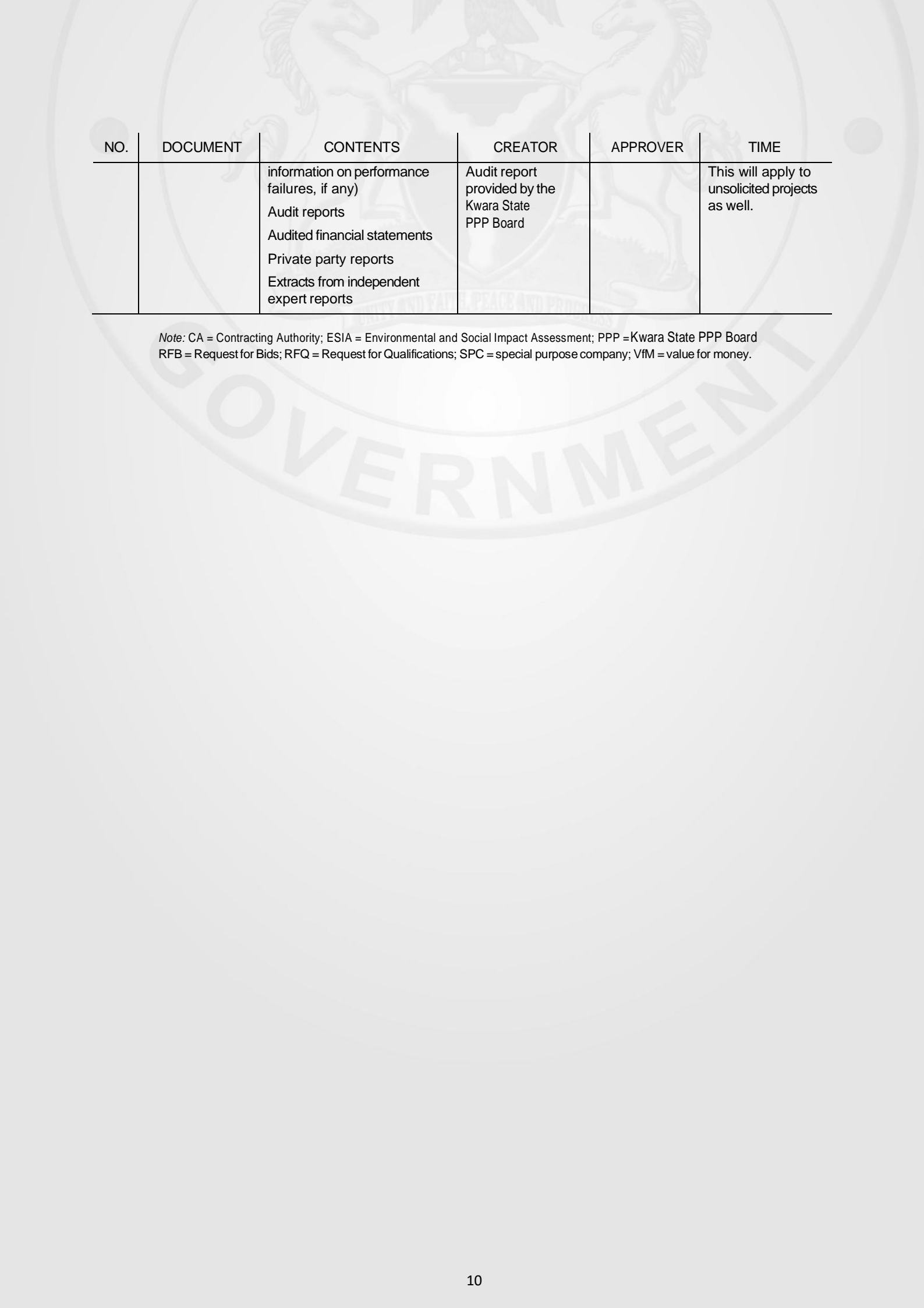
Disclosure of information during procurement

3.	Feasibility Study Report (partially redacted)	Salient information about the project, including the environmental and social impact assessments; financial models redacted	Contracting Authority	Kwara State PPP Board	Before or with the publication of the RPQ
4.	RFQ		Contracting Authority	Kwara State PPP Board	Following approval for publication of the RFQ
5.	List of short-listed bidders		Contracting Authority	Kwara State PPP Board	As soon as short-listed bidders are notified
6.	Full RFB		Contracting Authority	Kwara State PPP Board	Within 21 days of execution of the project agreement (commercial close)
7.	Bid award		Contracting Authority	Kwara State PPP Board	Following approval for publication

Disclosure of information following execution of project agreement (commercial close)

8.	Project summary	Project scope Parties to the PPP agreement Project risk matrix Government support	Contracting Authority	Kwara State PPP Board	Within 21 days of execution of the project agreement (commercial close)
NO.	DOCUMENT	CONTENTS	CREATOR	APPROVER	TIME
		Project value, tariffs, and pricing Termination clauses Handbook provisions Key performance indicators with agreed target levels Duration of project Implementation structure (SPC and any subcontractors)			This will apply to unsolicited projects as well.
9.	Complete Feasibility Study Report	Salient information about the project	Contracting Authority	Kwara State PPP Board	Within 21 days of execution of project agreement the (commercial close)
10.	Financial structure of the project	Equity-debt ratio of the project Debt and equity providers Share capital Shareholders with proportion held and voting rights	Contracting Authority	Kwara State PPP Board	Within 21 days of financial close This will apply to unsolicited projects as well.

11.	Project documents	Including the following: Redacted PPP agreement VfM report for the project	Contracting Authority		Within 21 days of execution of the project agreement (commercial close) This will apply to unsolicited projects as well.
12.	Renegotiations and renegotiated agreements and associated documents	Summary information on each renegotiation Redacted renegotiated clause(s) in the PPP agreement	Contracting Authority	Kwara State PPP Board	Within 21 days of signature of the renegotiated contract This will apply to unsolicited projects as well.
13.	Where execution of project agreement (commercial close) takes place but the project does not reach financial close	Summary explanation of why financial close did not take place	Contracting Authority	Kwara State PPP Board	Within 21 days of the decision
<i>Performance disclosure throughout contract period</i>					
14.	Performance information	Performance of the private party on key performance indicators against agreed targets (including information on construction milestones, key financial information, and	Contracting Authority	Kwara State PPP Board	Within one year of financial close, updated annually



NO.	DOCUMENT	CONTENTS	CREATOR	APPROVER	TIME
		information on performance failures, if any) Audit reports Audited financial statements Private party reports Extracts from independent expert reports	Audit report provided by the Kwara State PPP Board		This will apply to unsolicited projects as well.

Note: CA = Contracting Authority; ESIA = Environmental and Social Impact Assessment; PPP = Kwara State PPP Board
 RFB = Request for Bids; RFQ = Request for Qualifications; SPC = special purpose company; VfM = value for money.

2.4 Confidential Information

2.4.1. The Kwara State PPP Law 2023 and the PPP Manual 2023 provide provisions for exempting confidential information from public disclosure. Section 47 of the PPP Law defines confidential information to include trade secrets, commercial or financial information obtained from individuals or businesses that are proprietary or privileged, and the disclosure of which would or could prejudice the commercial interests of any party. This also includes commercially sensitive intellectual property rights, trade secrets, and know-how belonging to third parties.

2.4.2. For this framework, the following categories of information shall be considered confidential. These categories will be reviewed and updated every two to three years:

- (a) Bids or proposals submitted by bidders.
- (b) Trade secrets and other proprietary information protected under applicable laws.
- (c) Technological information related to the security of the state

2.5 Method of Disclosure

2.5.1. All information and documents will be disclosed on a web-based platform owned and administered by the PPP Office and any other media platforms identified in the Kwara State PPP Law 2023. To ensure broader public engagement, the PPP Office will disseminate simplified and summarized project information through offline channels, such as posters and brochures, and in local languages where necessary.

2.6 Responsibilities for Disclosure

2.6.1. The Contracting Authority and the PPP Office are responsible for collecting, generating, and entering data onto the web-based platform. The PPP Office is responsible for validating, approving, and publishing the information in accordance with the guidelines outlined in Table 1.

2.6.2. The Contracting Authority must enter all required information and documents onto the web-based platform, ensuring that at least seven days remain within the timelines for the PPP Office to validate, approve, and publish the information.

2.7 Approval of Information for Publication

2.7.1. All information for publication must be approved by the Director of the PPP Office or an official designated by the Director.

2.8 Standard Contractual Clauses

2.8.1. A section titled “**Transparency and Information Disclosure**” shall be included in all draft contractual documentation attached to the Request for Bids (RFB) and in all PPP agreements to be executed by contracting authorities.

2.8.2. This section shall include clauses specifying the public entity’s disclosure obligations, such as:

- Disclosure of summary project information.
- Disclosure of key contractual terms.
- Publication of procurement information, including documents and ongoing performance data.

2.8.3. This section shall also outline the private party’s obligation to provide required documents and information in the prescribed format. The private party will be penalized if it fails to comply with these obligations.

2.8.4. The transparency section will include a subsection on “Confidential Information.” This subsection will list items classified as confidential in a schedule and specify the duration for which the information will remain confidential, where applicable.

2.8.5. The contractual structure will ensure that confidential information can be easily redacted before the project agreement is published.

2.8.6. Section 4 and its schedules provide sample disclosure clauses to be included in all draft project documents attached to the RFB and in all project agreements.

This approach ensures transparency while protecting sensitive information, fostering trust and compliance in managing PPP projects in Kwara State.

3. Template for Disclosure

3.1 Disclosure During the Project Identification, Development, and Procurement Stages

Basic Project Information

(To be disclosed at the project inception phase within 21 days following the PPP Office's approval.)

- **Project Name**
- **Location**
- **Sector**
- **Sponsoring Agency/Department**
- **Estimated Project Value** (with a breakdown of costs)
- **Project Need**
- **Projected Policy Outcomes of the Project**
- **Description of Assets and Services to Be Provided**
- **Rationale for Selecting the Project for Development as a PPP** (including cost-benefit analysis)
- **For Unsolicited Projects:** Rationale for accepting the unsolicited proposal.

Key Project Milestones

(To be disclosed within 21 days of project registration, upon significant status changes, and for unsolicited projects, upon the Contracting Authority's decision to accept the proposal.)

- Project proposal registered
- Project proposal screened
- Project proposal approved
- Feasibility Study under development
- Feasibility Study approved
- Request for Qualifications (RFQ) issued
- Request for Bids (RFB) issued
- Project awarded
- Execution of project agreement (commercial close)
- Financial close
- Commencement of construction or development
- Completion of construction or development
- Commissioning
- Contract expiration

Procurement Documents

(To be disclosed during procurement, as specified.)

- **Feasibility Study Report:**
 - **With Redacted Financial Models** – Disclosed before or alongside the publication of the RFQ.
 - **Complete Version** – Disclosed within 21 days of project agreement execution (commercial close).
- **Request for Qualifications (RFQ):** Disclosed following approval and publication.
- **Short-Listed Bidders:** Disclosed as soon as short-listed bidders are notified.
- **Request for Bids (RFB):** Disclosed within 21 days of project agreement execution (commercial close).

- **Award Details:** Disclosed immediately following approval for publication.

3.2 Disclosure Following Signature of the Contract

Project

Summary

(To be disclosed within 21 days of executing the project agreement (commercial close).)

- **Project Scope**
- **Parties to the PPP Agreement:**
 - **Contracting Authority:** Name, representative, address, telephone, email.
 - **Private Party:** Name of company or consortium, representative, address, telephone, email.
- **Financial Structure:**
 - Detailed breakdown showing debt-to-equity ratio, debt/equity providers, and proportions.
 - Provide a link to the company registry for the private party.
- **Links to Project Documents**

This template ensures transparency at all stages of the PPP project lifecycle, enabling stakeholders to access relevant and timely information for effective engagement and accountability.

RISKS

RISK	DESCRIPTION	ALLOCATION
GOVERNMENT SUPPORT		
Guarantees		
Grants		
Availability/annuity payment schedule		
Land leases, asset transfers		
Other support		
Revenue share, if any		

TARIFFS

Tariffs and pricing

TERMINATION PROVISIONS

PARTY DEFAULT	BRIEF DESCRIPTION OF EVENT OF
Concessionaire	
Authority	
Handback terms and conditions	

RENEGOTIATIONS

RENEGOTIATION 1	RENEGOTIATION 2	RENEGOTIATION 3	RENEGOTIATION 4

PERFORMANCE INFORMATION

(Within one year of financial close; updated annually)

KEY PERFORMANCE INDICATORS	Year 1		Year n	
	Target	Achievement	Target	Achievement

Performance failures

YEAR	
Category of failure	
Number of events	
Penalty or abatement provided in contractual Law	
Penalty or abatement imposed	
Penalty paid or abatement effected: Yes/No	

Performance assessments

Links to audit reports and / or audited financial statements, extant Laws of special purpose company reports, extant Laws of independent expert reports

Schedule []

Format for submission of summary project information for disclosure

PPP AGREEMENT INFORMATION

(Submitted within 21 days of execution of the project agreement (commercial close) and updated at financial close and in case of any change)

Public authority: name of authority, name of representative, address, telephone, fax, e-mail

Private party: name of company or consortium, name of representative, address, telephone, fax, e-mail

Financial structure (figure showing debt/equity/proportion/providers) (provide link to company registry) (to be provided within 21 days of financial close) Copies of project documents

RISKS

RISK	DESCRIPTION	ALLOCATION

GOVERNMENT SUPPORT

Guarantees

Grants

Availability/annuity payment schedule

Land leases, asset transfers

Other support

Revenue share, if any

TARIFFS

Tariffs and pricing

TERMINATION PROVISIONS

PARTY	BRIEF DESCRIPTION OF EVENT OF DEFAULT
Concessionaire	
Authority	

Handback terms and conditions

RENEGOTIATIONS

RENEGOTIATION 1	RENEGOTIATION 2	RENEGOTIATION 3	RENEGOTIATION 4

Schedule []

Format for submission of performance information for public disclosure

PERFORMANCE INFORMATION

(Key performance indicators and target summary to be submitted within 21 days of financial close and achievement and performance failure information to be updated annually)

KEY PERFORMANCE INDICATORS	Year 1		Year n	
	Target	Achievement	Target	Achievement

Performance failures

YEAR	
Category of failure	
Number of events	
Penalty or abatement provided in contractual Law	
Penalty or abatement imposed	
Penalty paid or abatement effected: Yes/No	

Performance assessments

Extant Laws of special purpose company reports

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Schedule []

Payment deductions for noncompliance with the obligation to provide information

Period of delay in compliance	Payment deduction

Schedule []

Confidential information

Clauses/schedules	Period which information will remain confidential

4. Sample Contractual Law Clauses

Section [insert number]: DISCLOSURE REQUIREMENTS

Obligations Regarding Specific Disclosures

1. Freedom of Information

- 1.1 The [Private Party] acknowledges that the [Contracting Authority] is subject to the requirements of the Access to Information Law 2005 and the PPP Law 2023 and may be entitled to disclose certain project-specific information without consulting or obtaining the consent of the [Private Party].
- 1.2 The [Private Party] agrees to facilitate the [Contracting Authority's] compliance with its disclosure requirements under the PPP Law 2023.
- 1.3 Where the [Contracting Authority] receives a request for information under the Access to Information Law 2005 or the PPP Law 2023 about information that the [Private Party] is holding and which the [Contracting Authority] does not hold itself, the [Contracting Authority] shall refer to the [Private Party] such request for information that it receives as soon as applicable Law and in any event within [five] business days of receiving the request and the [Private Party] shall
 - (a) Provide the [Contracting Authority] with a copy of all such information in the form the [Contracting Authority] requires as soon as applicable Law and in any event within [ten] business days (or such other period as the [Contracting Authority] Lawing reasonably may specify) of the [Contracting Authority's] request; and
 - (b) Provide all necessary assistance as reasonably requested by the [Contracting Authority] in connection with any such information to enable the [Contracting Authority] to respond to a request for information within the time for compliance set out in Access to Information Law 2005.
- 1.4 The [Private Party] shall ensure that all information held on behalf of the [Contracting Authority] is retained during the term of this PPP agreement for at least [] years after the expiry or termination of the PPP agreement and shall permit the [Contracting Authority] to inspect such information as requested from time to time.
- 1.5 Where the [Contracting Authority] receives a request for information under the Access to Information Law 2005 or the PPP Law 2023 the [Contracting Authority] shall be responsible for determining at its absolute discretion whether information is exempt from disclosure under the Access to Information Law 2005 or the PPP Law 2023 and for determining what information will be disclosed

2. Public Relations and Publicity

- 2.1 The [Private Party] shall not by itself, its employees or agents communicate with representatives of the press, television, radio, or other communications media on any matter concerning this PPP agreement without the prior written approval of the [Contracting Authority].
- 2.2 The [Private Party] shall procure that its subcontractors shall not communicate with representatives of the press, television, radio, or other communications media on any matter concerning this [] Agreement without the prior written approval of the [Contracting Authority].
- 2.3 The [Private Party] may not represent the views of the [Contracting Authority] on any matter, or use the name of the [Contracting Authority] in any written material provided to third parties, without the prior written consent of the [Contracting Authority].

3. Publication of PPP Project Information

- 3.1 The parties agree that the [Contracting Authority], subject to Section 4 (Confidentiality) below is entitled to disclose as detailed in Schedule [] the following information:
 - (a) Procurement documents and information;
 - (b) All project documents, including this PPP agreement and other associated documents (such as the Value for Money report);
 - (c) Summary project information as set out in Schedule [] of this PPP agreement;
 - (d) Performance information related to this PPP agreement.
- 3.2 The [Private Party] acknowledges that the [Contracting Authority] will publish the information mentioned in Subsection 3.1 above, subject to Section 4 (Confidentiality), on a web-based platform owned and administered by the PPP Board, and any other media platforms as identified in the PPP Law 2023.

4. Confidentiality

Confidential Information

- 4.1 For the purpose of this PPP agreement, confidential information means,
 - (a) The subset of confidential information included in column 1 of Schedule [] of this PPP agreement; in each case for the period specified in column 2 of Schedule [].
 - (b) Any other information (however it is conveyed or on whatever media it is stored) that may fall under the definition of “confidentiality” under the PPP Law 2023, in particular where the information contains proprietary information, scientific or technical information, or information supplied in confidence by a bidder, all as specified in Section 47 (2) (d) PPP Law 2023.
- 4.2 Without prejudice to Sections 4.3, the parties shall keep confidential all confidential information received by one party from the other party relating to this PPP agreement and any other project agreements or the PPP project and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any such confidential information.

Permitted Disclosure

4.3 Confidential information may be disclosed if:

- (a) Disclosure of such confidential information is reasonably required by any person engaged in the performance of its obligations under the PPP agreement for the performance of those obligations;
- (b) A party can demonstrate that such confidential information is already, or becomes, generally available in the public domain legitimately otherwise than as a result of a breach of this clause;
- (c) Such disclosure is necessary to enable a determination to be made under clause [insert reference to Dispute Resolution clause] or in connection with a dispute between the [Private Party] and any of its subcontractors;
- (d) Such disclosure is required pursuant to (i) any statutory or legal obligation, (ii) any order of a court of competent jurisdiction, (iii) a parliamentary obligation placed upon the party making the disclosure, (iv) the rules of any regulated stock exchange, or (v) any order from a governmental or regulatory authority concerned;
- (e) The confidential information is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
- (f) The confidential information is provided to:
 - (i) Each party's own professional advisers or insurance advisers and/or
 - (ii) The lenders or the lenders' professional advisers or insurance advisers or, where it is proposed that a person should or may provide funds (whether directly or indirectly and whether by loan, equity participation, or otherwise) to the [Private Party] to enable it to carry out its obligations under the PPP agreement, or may wish to acquire shares in the [Private Party] in accordance with the provisions of this PPP agreement to that person or their respective professional advisers, but only to the extent reasonably necessary to enable a decision to be taken on the proposal; and/or
 - (iii) International or bilateral financial institutions involved in the PPP project as lenders, political risk insurers, or guarantors;
- (g) The disclosure of such confidential information by the [Contracting Authority] relates to the design, construction, operation, and maintenance of the PPP project and any disclosure of

other confidential information as may be reasonably required for the purpose of conducting a due diligence exercise, to any proposed new private partner, its advisers, and lenders, should the [Contracting Authority] decide to retender the PPP agreement or undertake any market testing;

- (h) Such disclosure is required for any registration, filing, or recording of the required permits and property registration in connection with the PPP project;
- (i) The disclosure of confidential information by the [Contracting Authority] to any other relevant authority or their respective advisers or to any person engaged in providing services to the [Contracting Authority] is necessary for any purpose related to or ancillary to the PPP agreement
- (j) Such disclosure is necessary for the purpose of:
 - (i) The financial audit of the [Contracting Authority's] or the [Private Party's] accounts
by statutory bodies such as the Office of the Auditor General;
 - (ii) Any examination pursuant to [insert reference to any auditing obligations for public contractual Laws] of the performance audit with which the [Contracting Authority] has used its resources;
 - (iii) Complying with a proper request from either party's insurance adviser or insurer on placing or renewing any insurance policies or in relation to any insurance claim made; or
 - (iv) (Without prejudice to the generality of clause 4.3 (d), compliance with [insert reference to any laws requiring disclosure (for example, environmental laws)].

4.4 When disclosure is permitted under clauses 4.3 (a), (c), (f), (g), and (i) above, the party providing the information shall ensure that the recipient of the information shall be subject to the same obligation of confidentiality as that contained in this PPP agreement. The [Private Party] shall expressly inform any person to whom it discloses any information under this clause of the confidentiality restrictions set out in this clause and shall procure its compliance with the terms of this clause as if it were party to this PPP agreement and the [Private Party] shall be responsible for any breach by any such person of the provisions of this clause.

4.5 The provisions of Section 4.3 are not applicable to [insert relevant exceptions for specific project] (for example information related to defense, security and international relations.

Confidential Information Related to End Users

4.6 Where the [Private Party], in carrying out its obligations under the PPP agreement, is provided with personal information relating to [end users (for example, road users, patients)], the [Private Party] shall not disclose or make use of any such information otherwise than for the purpose for which it was provided, unless the [Private Party] has obtained the prior written consent of that [end user] and has obtained the prior written consent of the [Contracting Authority].

- 4.7 No later than [] days following termination or expiry of this agreement, the [Private Party] shall ensure that all documents and/or computer records in its possession, custody, or control, which contain personal information relating to [end users], including any documents in the possession, custody, or control of a subcontractor, are delivered to the [Contracting Authority].

5. Reporting Obligations, Provision of Information, and Documents

Obligation to Disclose Information, Documents, and Records upon Request

- 5.1 (a) The [Private Party] shall provide to the [Contracting Authority] all information, documents, records, and the like in the possession of, or available to, the [Private Party] as may reasonably be requested by the [Contracting Authority] for the purpose of complying with any of its statutory reporting obligations, including but not limited to its reporting obligations under the ,Public-Private Partnership Law 2023, and [].
- (b) To this end, the [Private Party] shall ensure that all such information in the Possession of any subcontractor or other counterparty to any project agreement shall be available to the [Contracting Authority] and the [Private Party] has included, or shall include, appropriate provisions to this effect in all project agreements.

Project Information

- 5.2 (a) The [Private Party] shall provide to the [Contracting Authority] summary Project information as set out in Schedule [] of this PPP agreement within [seven] business days after signature of this PPP agreement and an updated version including information on the financial structure as described in Schedule [] of this PPP agreement within [seven] business days after [insert definition for financial close].
- (b) In the event of any relevant change of the project information described in Subsection (a), the [Private Party] shall provide to the [Contracting Authority] the updated information and copies of the updated documents [] business days after the relevant change has occurred.
- (c) In the event of renegotiation, the [Private Party] shall provide to the [Contracting Authority] information on the renegotiation as well as copies of the renegotiated PPP agreement within [seven] business days after the signature of the renegotiated PPP agreement.

Performance Information

- 5.3 The parties agree that the [Private Party] shall provide to the [Contracting Authority] information relating to performance as set out in Schedule [] of this PPP agreement within one year of [insert definition for financial close]. This will include information on the performance of the private party on key performance indicators against agreed target levels, as well as copies of performance assessments (such as audit reports and / or audited financial statements, extant Laws from the private party reports (special purpose company self-reporting), and extant Laws from independent expert reports). This information will be updated annually each year during the term of this PPP agreement on [].

Calculation of Equity Internal Rate of Return

- 5.4 The [Private Party] shall provide to the [Contracting Authority] each year during the term of this [Concession Agreement] on [] and on [] a calculation of the Law and equity internal rate of return and any other financial information submitted to any other authority including any regulators.

Audited Financial Statements

- 5.5 The [Private Party] shall provide to the [Contracting Authority] audited financial statements annually and no later than [180] days after the end of the fiscal year of the [Private Party].

Enforcement of Reporting and Information Obligations

- 5.6 The parties agree that the scope of services under this PPP agreement includes obligations of the [Private Party] to provide information as set out in [Section/Subsection [] of this Agreement to the [Contracting Authority] and that any breach of this obligation shall be a failure in performance of the service triggering deductions in accordance with the payment mechanism as set out in Schedule [] of this PPP agreement.

Schedule []

Format for submission of summary project information for disclosure

PPP **AGREEMENT INFORMATION** (submitted within [seven] business days of execution of the project agreement (commercial close) and updated at financial close and in case of any change)

Contracting Authority: name of authority, name of representative, address, telephone, fax, e-mail

Private party: name of company or consortium, name of representative, address, telephone, fax, e-mail

Project

value

Project

scope

Term

Key performance indicators with agreed target levels

Financial structure (figure showing debt/equity/proportion/providers) (provide link to company registry) (to be provided within [seven] business days of financial close)

Copies of project documents (including the PPP agreement and the value for money report) Implementation structure (SPC and any subcontractors)

RISKS

RISK	DESCRIPTION	ALLOCATION

GOVERNMENT SUPPORT

Guarantees

Grants

Availability/annuity payment schedule

Land leases, asset transfers

Other support

Revenue share, if any

TARIFFS

Tariffs and pricing

TERMINATION PROVISIONS

PARTY	BRIEF DESCRIPTION OF EVENT OF DEFAULT
Concessionaire	
Authority	

Handback terms and conditions

RENEGOTIATIONS

RENEGOTIATION 1	RENEGOTIATION 2	RENEGOTIATION 3	RENEGOTIATION 4

Schedule []

Format for submission of performance information for public disclosure

PERFORMANCE INFORMATION (key performance indicators and target summary to be submitted within one year of financial close and achievement and performance failure information to be updated annually)

KEY PERFORMANCE INDICATORS	Year 1		Year n	
	Target	Achievement	Target	Achievement

Performance failures

YEAR	
Category of failure	
Number of events	
Penalty or abatement provided in contractual Law	
Penalty or abatement imposed	
Penalty paid or abatement effected: Yes/No	

Performance assessments

Copies of audit reports and/or audited financial statements, extant Laws from the private party reports (SPC self-reporting), and extant Laws from independent expert reports)

Schedule []

Payment deductions for noncompliance with the obligation to provide information

Period of delay in compliance	Payment deduction

Schedule []

Confidential information

Clauses/schedules	Period for which information will remain confidential

