



Bureau for Privatisation and  
Economic Reforms (BPER)

# **Bauchi State PPP Disclosure Framework**

**2024**

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## List of abbreviations

BPER	Bureau for Privatisation and Economic Refroms
KPI	Key Performance Indicators
PPP	Public Private Partnership
PPPU	Public Private Partnerships Unit
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 2017, the Government of Bauchi State adopted a Public-Private Partnership (PPP) policy to establish a robust framework for involving the private sector in providing public infrastructure and services. This policy aligns with Bauchi State's commitment to improving infrastructure and delivering essential services to its citizens through innovative and sustainable partnerships.

1.1.2. The Bauchi State Bureau for Privatisation and Economic Reforms Law was enacted on [[2006]. This law provides the legal and institutional framework for implementing PPP projects within the state. It establishes entities such as the Bauchi State PPP Committee and the Bauchi State PPP Unit and defines procedures for managing PPP projects across their lifecycle, from inception to conclusion. Additionally, the law specifies the essential components of a PPP agreement.

1.1.3. To operationalize the PPP law, the Bauchi State Government has issued supporting regulations that outline bidding methods, procurement procedures, and stakeholders' roles and responsibilities in selecting and implementing PPP projects.

1.1.4. The guidelines presented in this document build on the legal and policy framework established by the Bauchi State Government, ensuring transparency, accountability, and consistency in the disclosure of information related to PPP projects.

### 1.2 This Document

1.2.1. The Bauchi State Public-Private Partnership Guidelines consist of a Main Document and a set of Annexes that provide detailed instructions and templates for implementing PPP projects.

1.2.2. This document is Annex L, which details the disclosure framework and provides practical guidance for sharing information about PPP projects. It consists of three key sections:

(a) **Section 2:** Overall guidelines for disclosing information about PPP projects.

(b) **Section 3:** Templates for the disclosure of information at various stages of PPP projects.

(c) **Section 4:** Sample contractual clauses to be included in PPP agreements to facilitate disclosure while safeguarding the confidentiality of sensitive information.

This document is a cornerstone of Bauchi State's commitment to fostering transparency, encouraging public participation, and enhancing the success of its PPP initiatives.

## 2. Disclosure Guidelines

### 2.1 Introduction

2.1.1. The Government of Bauchi State seeks to provide accurate and timely information about its activities to the public and other stakeholders. This policy reflects Bauchi State's commitment to promoting an efficient, transparent, and accountable government and empowering citizens to scrutinize and participate effectively in decisions that affect them. This framework sets out guidelines for disclosing information regarding public-private partnerships (PPPs).

2.1.2. These guidelines align with Bauchi State's commitment to achieving the Sustainable Development Goals (SDGs) by 2030. Goal 16 of the SDGs explicitly aims to “build effective, accountable, and inclusive institutions at all levels.” Transparency and accountability are central principles for achieving income, poverty reduction, water, education, energy, and urban infrastructure targets—all directly linked to PPP projects. Goal 17 highlights the importance of fostering effective public-private and civil society partnerships, leveraging best practices to advance development.

2.1.3. The BPER Law gives citizens the right to access public information, ensuring transparency and accountability. In line with this, the framework mandates that information related to PPPs be made publicly available unless it qualifies as exempt under the state's confidentiality provisions.

2.1.4. The legal framework for PPPs in Bauchi State is anchored in the BPER Law (2006) and related regulations. These establish principles of transparency, equitable access to information, and fair competition for bidders. The law further outlines the contracting authority's responsibilities to remain accountable to users of infrastructure or services delivered through PPP projects. The Bauchi State PPP Unit is mandated to implement open, transparent, and efficient processes for managing all phases of PPP projects, from identification to completion.

2.1.5. Transparency and accountability are fundamental to the BPER's mandate. The state aims to foster public trust, enhance governance, and promote meaningful stakeholder engagement by ensuring timely and comprehensive disclosure. This will strengthen development outcomes and increase public understanding of PPP projects.

2.1.6. To this end, Bauchi State will integrate systems of transparency and accountability into its PPP processes, embedding disclosure as a routine practice.

2.1.7. Given the evolving nature of PPP disclosures, these guidelines will be reviewed and updated every two to three years to ensure continued alignment with best practices and state priorities.

## **2.2 Application**

2.2.1. These guidelines apply to all PPP projects initiated under the BPER Law and any privately initiated projects. Disclosure requirements are structured to address critical project stages, ensuring that stakeholders have access to essential information throughout the PPP lifecycle.

## **2.3 Specific Disclosures**

2.3.1. Specific disclosures will include the elements detailed in paragraphs 2.3.2 to 2.3.12 below, following Table 1 and the template provided in Section 3. Confidential information, as defined in subsection 2.4, will be redacted before publication.

### **2.3.2. Basic Project Information**

Basic project information, including estimated timelines for key milestones, will be disclosed within 21 days of the Bauchi State PPP Unit's project registration. This will include:

- Project name and location.
- Sector and sponsoring agency.
- Estimated project value (with cost breakdown).
- Description of assets/services to be provided.
- Estimated annual demand and rationale for selecting the PPP model (e.g., cost - benefit analysis).
- Projected policy outcomes (e.g., links to preliminary cost-benefit analysis reports).
- Contact details of the Project Officer overseeing the project.

### **2.3.3. Project Progress Tracking**

Milestone achievements will be updated within 21 days of registration and subsequent status changes, ensuring transparency in project implementation.

### **2.3.4. Project Feasibility Study Report**

Feasibility studies, including environmental and social impact assessments, will be disclosed before or after the Request for Prequalification (RPQ) documents are published. Financial models or data that may affect negotiations will be redacted. The complete feasibility study will be disclosed within 21 days of signing the project agreement (commercial close).

### **2.3.5. Procurement Information**

Procurement documents, including the Request for Qualifications (RFQ), short-listed bidders, and bid award details, will be disclosed. The full Request for Bids (RFB) and the award document will be made public within 21 days of executing the PPP agreement (commercial close).

### **2.3.6. Project Summary**

Within 21 days of signing the PPP agreement, a project summary will be disclosed, including:

- Project scope and value.
- Parties to the agreement.
- Risk allocation and government support.
- Tariff/pricing structures.
- Termination and handback clauses.
- Key performance indicators.

### **2.3.7. Project Documents**

Key documents, including redacted PPP agreements, will be published within 21 days of executing the project agreement.

### **2.3.8. Financial Information**

The project's financing structure, including equity-debt ratios, providers, and ownership details, 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 signing any renegotiated contracts.

### **2.3.10. Performance Information**

Performance updates, including construction milestones, financial performance, and adherence to key performance indicators, will be disclosed within one year of the close of the financial year and updated annually.

### **2.3.11. Unsolicited Proposals**

Information on unsolicited proposals will be disclosed within 21 days of the contracting authority's decision to accept the proposal. This includes:

- Project objectives and location.
- Estimated capital costs and public interest rationale.
- Details of the feasibility study and procurement process.

### **2.3.12. Projects That Do Not Reach Financial Close**

For projects that fail to reach financial close after executing the project agreement, a summary explanation will be disclosed within 21 days of the decision.

**Table 1: Summary of Specific Disclosures**

NO	DOCUMENTS	CONTENTS	CREATOR	APPROVAL	TIME
<b>Disclosure of information at project initiation, updated after that</b>					
1	Basic project information	<p>Project name Location Sector Sponsoring agency /department Estimated value ( with breakdown of cost) Project need Projected policy Description of Asset and services to be provided Rotational for selecting the Project for a development PPP ( Including cost-benefit analysis)</p> <p>Estimated demand to be served annually</p> <p>Links to preliminary cost benefits analysis</p> <p>For unsolicited proposal, the name of proponent, details of the public interest test or other rationale will be provided for the same, special condition and advantages provided for the proponent, if any.</p>	Contacting the Authority	PPP Unit	Within 21 days following the PPP unit's approval of the project. For Unsolicited projects, upon the contracting Authority's decision to accept the decision

NO	DOCUMENTS	CONTENTS	CREATOR	APPROVAL	TIME
<b>Disclosure of information at project initiation, updated thereafter</b>					
2	Project progress Tracking	A section on the web base platform that will reflect actual date of achievement of key milestones	PPP unit from registration of PPP project until execution of project agreement (commercial close) Contracting authorities after commencement operation until the end of contract	PPP Unit / Contracting Authority	Within 21 days from project registration and within 21 days of each status change. For unsolicited project, upon the contracting Authority's decision to accept the proposal.
3	Feasibility study report (Partially redacted)	Salient information about the project, including the environmental and social impact assessments; financial model redacted.	Contracting Authorities	PPP Unit	Before or with the publication of the RPQ
4	RFQ		Contracting Authorities	PPP Unit	Following the publication of the RFQ
5.	List of short-listed bidders		Contracting Authorities	PPP Unit	As soon as Short-listed bidders are notified
6.	Full RFB		Contracting Authorities	PPP Unit	Within 21 days of execution of project agreement (commercial close)

7.	Bid award		Contracting Authorities	PPP Unit	Following approval for publication
8.	Project summary	Project scope Parties to the PPP Agreement Project risk matrix Government support Project value, tariff	Contracting Authorities	PPP Unit	Within 21 days of execution of project agreement ( commercial close)

		and pricing. Termination clauses Handback termination Key performance indicator with agreed target levels Duration of projects Implementation structure(SPC and any subcontract)			This will apply to unsolicited project as well
9.	Complete feasibility study report	Salient information about the project	Contracting Authorities	PPP Unit	Within 21 days of execution of project agreement ( commercial close)
10	Financial structure of the project	Equity debt ratio of the project Debt and equity provider Share capital Shareholder with proportion. Held and voting right	Contracting Authorities	PPP Unit	Within 21 days of financial close. This will apply to unsolicited project as well.
11	Project Documents	Including the following Redacted PPP agreement , VFM report for this project,			Within 21 days of execution of project Agreement ( commercial close) This will apply to unsolicited project as well

12	Renegotiation and renegotiated agreement and associated document	Summary information of each Negotiation, Redacted negotiated clause(s), in the PPP agreement			Within the 21 days of signature of the renegotiated contract. This is apply to unsolicited project as well
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13	Where the 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 close	Contracting Authorities	PPP Unit	Within 21 days of the decision
14	Performance information	Performance by the private party on key performance indicator against agreed target (including information on construction milestones, key financial information, and information on performance, failure if any). Audit report Audited financial Statement Private party report Extract from independence expert report	Audit report provided by the PPP Unit		This will apply to unsoldered project report

**Note: CA = Contracting Authority; ESIA = Environmental and Social Impact Assessment; PPP = Public-Private Partnership; PPPU = PPP Unit; RFB = Request for Bids; RFQ = Request for Qualifications; SPC = special purpose company; VfM = value for money.**

## 2.4 Confidential Information

2.4.1. The BPER Law 2006, exempt confidential information from public disclosure. The Bauchi State PPP Law defines confidential information to include discussion, communication, or negotiation between the contracting Authority and Bidders, trade secrets, commercial or financial information obtained from a person or business that is

proprietary or privileged, and the disclosure of which would, or would be likely to, prejudice the commercial interests of any person. This includes trade

secrets, commercially sensitive intellectual property rights, and know-how of a third party.

2.4.2. For the purposes of this framework, the following elements will be considered as confidential. These elements will be reviewed and updated every two to three years:

- (a) Bids or proposals submitted by bidders.
- (b) Trade secrets and any other proprietary information protected by law.
- (c) Technology relating to the security of the state.

## **2.5 Method of Disclosure**

2.5.1. All information and documents will be published on a web-based platform owned and administered by the BPER and any other media platforms identified in the BPER Law. To ensure broader public engagement, the PPP Unit will disseminate summarized and simplified project information in local languages and offline methods, such as posters and community forums, where applicable.

## **2.6 Responsibilities for Disclosure**

2.6.1. The Contracting Authority and the BPER collect, generate, and enter data onto the web-based platform. The PPP Unit will oversee the approval and publication of information by the timelines outlined in Table 1.

2.6.2. The Contracting Authority must ensure timely entry of all required information and documents onto the platform, allowing at least seven days for the BPER to validate, approve, and publish the data within the stipulated timelines.

## **2.7 Approval of Information for Publication**

2.7.1. All information to be disclosed shall be approved by the Director General of the Bauchi State Bureau for Privatisation and Economic Reforms or an official designated by the Director General for publication. The approval process ensures accuracy and compliance with the legal and policy frameworks.

## **2.8 Standard Contractual Clauses**

2.8.1. All draft contractual documentation, including the Request for Bids (RFB) and all PPP agreements signed by Bauchi State contracting authorities, will include a section titled "Transparency and Information Disclosure."

2.8.2. This section will contain clauses outlining proactive disclosures to be carried out by the public entity, including:

- Disclosure of summary project and contract information.
- Project documents and procurement information, including procurement documents.
- Ongoing performance information.

2.8.3. The section will also outline the private entity's obligation to provide relevant documents and information in the required format upon request. Failure to provide such information will constitute a breach of the agreement, subject to sanctions as outlined in the contract.

2.8.4. A subsection on confidential information will specify the items considered confidential and the applicable timeframes for confidentiality. This information will be detailed in a schedule attached to the contract.

2.8.5. Contracts will be structured to allow for the easy redaction of confidential information before the publication of project agreements, ensuring transparency without compromising sensitive data.

2.8.6. Section 4 and its schedules provide sample disclosure clauses for inclusion in all draft project documents and agreements. These clauses ensure compliance with disclosure requirements while maintaining confidentiality where applicable.

### **3. Template for Disclosure**

#### **3.1 Disclosure during the project identification, development, and procurement stages**

##### **BASIC PROJECT INFORMATION**

(Disclosed at the project inception phase within 21 days following the PPP Unit's approval of the project)

Project

name

Location

Sector

Sponsoring agency/department

Estimated project value (with  
breakdown of costs) Project need

Projected policy outcomes of the  
project

Description of assets and services to be provided

Rationale for selection the project for development as a PPP  
(including cost benefit analysis) In case of unsolicited projects,  
the rationale for the same

##### **ACTUAL PROJECT MILESTONES**

(within 21 days from project registration; and within 21 days of each status change; and for unsolicited projects, upon Contracting Authority's decision to accept proposal)

Project proposal

registered

Project proposal

screened Project

proposal

approved

Project Feasibility Study under

development Project

Feasibility Study approved

Request for

Qualifications (RFQ)

Request for Bids  
(RFB)  
Award  
Execution of project agreement  
(commercial close) Financial close  
Commencement of construction  
or development Completion of  
construction or development  
Commissioning Contract expiry

### **PROCUREMENT DOCUMENTS**

Feasibility Study Report (with redacted financial models – before or with the publication of the RPQ; complete – within 21 days of execution of the project agreement (commercial close))

RFQ (following approval and publication)

Short-listed bidders (as soon as short-listed bidders are notified)

RFB (within 21 days of execution of the project agreement (commercial close))

Award (following approval for publication)

### **3.2 Disclosure following signature of**

#### **contract PROJECT SUMMARY**

(Within 21 days of execution of project agreement (commercial close) Project scope

Parties to the PPP agreement: 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) Links to project documents

RISK	DESCRIPTION	ALLOCATION

**RISKS**

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**GOVERNMENT SUPPORT**

Guarantees

Grants

Availability/annuity payment schedule

Land leases, asset transfers

Other support

Revenue share, if any

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**TARIFFS**

Tariffs and pricing

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**TERMINATION PROVISIONS**

Concessionaire	
Authority	
Handback terms and conditions	

**OF DEFAULT**

**RENEGOTIATIONS**

RENEGOTIATION 1

RENEGOTIATION 2

RENEGOTIATION 3

RENEGOTIATION 4

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**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 contract	
Penalty or abatement imposed	
Penalty paid or abatement effected: Yes/No	

**Performance assessments**

Links to audit reports and / or audited financial statements, extracts of special purpose company reports, extracts 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

RISK	DESCRIPTION	ALLOCATION

#### RISKS

##### GOVERNMENT SUPPORT

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Guarantees

Grants

Availability/annuity payment schedule

Land leases, asset transfers

Other support

Revenue share, if any

---

##### TARIFFS

---

Tariffs and pricing

---

##### TERMINATION PROVISIONS

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PARTY	BRIEF DESCRIPTION OF EVENT OF DEFAULT
Concessionaire Authority	

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Handback terms and conditions

##### RENEGOTIATIONS

RENEGOTIATION 1

RENEGOTIATION 2

RENEGOTIATION 3

RENEGOTIATION 4

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## 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	Target	Achievement	Year 1	Target	Year n	Achievement
<b>Performance failures</b>	Category of failure					
	Number of events					
	Penalty or abatement provided in contract					
	Penalty or abatement imposed					
	Penalty paid or abatement effected: Yes/No					

<b>Performance</b>	Extracts of special purpose company

## Schedule [ ]

### Payment deductions for noncompliance with the obligation to provide information

Period of delay in	Payment

## Schedule [ ]

### Confidential information

Clauses/schedule	Period which information will remain

## **4. Sample Contractual Clauses for Bauchi State PPP Agreements**

### **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 Bauchi State Freedom of Information Law and the Bauchi State PPP Law, which mandate the disclosure of certain project-specific information without requiring consultation or consent from the [Private Party].

1.2 The [Private Party] agrees to support the [Contracting Authority] in complying with its disclosure obligations under the Bauchi State Freedom of Information Law and the PPP Law.

1.3 If the [Contracting Authority] receives a request for information under the Bauchi State Freedom of Information Law concerning information held by the [Private Party] but not directly by the [Contracting Authority], the [Contracting Authority] shall forward such requests to the [Private Party] within [five] business days. The [Private Party] must:

- (a) Provide the requested information to the [Contracting Authority] in the required format within [ten] business days or another reasonable period specified by the [Contracting Authority]; and
- (b) Offer assistance to enable the [Contracting Authority] to respond within the statutory timelines.

1.4 The [Private Party] shall ensure that all information held on behalf of the [Contracting Authority] is retained for at least [ ] years after the termination of this PPP agreement and shall allow access to the [Contracting Authority] upon request.

1.5 The [Contracting Authority] retains the discretion to determine whether information is exempt from disclosure under the Bauchi State Freedom of Information Law and the PPP Law, including deciding what information will be disclosed

##### **2. Public Relations and Publicity**

2.1 The [Private Party], its employees, or agents shall not communicate with the press or media about this PPP agreement without the prior written consent of the [Contracting Authority].

2.2 Subcontractors engaged by the [Private Party] must also refrain from any media communication regarding this agreement without the written approval of the [Contracting Authority].

2.3 The [Private Party] shall not represent the views of the [Contracting Authority] or use its name in any written material intended for third parties without prior written consent.

### **3. Publication of PPP Project Information**

3.1 The [Contracting Authority], subject to the confidentiality provisions in Section 4, may disclose the following details as outlined in Schedule [ ]:

- Procurement documents and related information.
- All project documents, including the PPP agreement and associated reports (e.g., Value for Money reports).
- Summary project information as set out in the disclosure templates.
- Performance information related to the agreement.

3.2 The [Private Party] acknowledges that such information will be published on platforms managed by the Bauchi State PPP Unit and other designated media in compliance with the Bauchi State PPP Law,2017.

### **4. Confidentiality**

#### **Confidential Information**

4.1 For this PPP agreement, confidential information includes: (a) Items listed in Schedule [ ] and their respective confidentiality periods. (b) Proprietary, scientific, or technical data protected under Bauchi State PPP Law, including sensitive information shared in confidence.

4.2 Both parties agree to protect all confidential information and ensure their employees or agents comply with this obligation.

#### **Permitted Disclosure**

4.3 Confidential information may be disclosed if: (a) Required to fulfill obligations under the PPP agreement. (b) Already public, not due to a breach of this clause. (c) Necessary for resolving disputes or complying with legal or regulatory obligations. (d) Required for financial or performance audits by authorized bodies. (e) Shared with professional advisers, insurers, lenders, or financial institutions under strict confidentiality agreements.

4.4 The disclosing party must ensure the recipient of confidential information adheres to the same obligations outlined in this agreement.

## **5. Reporting Obligations, Provision of Information, and Documents**

### **Obligation to Disclose Information**

5.1 (a) The [Private Party] must provide all requested information to the [Contracting Authority] to ensure compliance with reporting obligations under Bauchi State law.  
(b) The [Private Party] shall include confidentiality provisions in agreements with subcontractors or third parties to ensure compliance.

### **Project Information**

5.2 (a) Summary project information must be provided within [seven] business days of signing the PPP agreement and updated following financial close or material changes.  
(b) Renegotiated agreements or updates must be submitted within [seven] business days of execution.

### **Performance Information**

5.3 The [Private Party] must provide performance-related data annually, including key performance indicators, audit reports, and financial statements.

### **Audited Financial Statements**

5.4 The [Private Party] must submit annual audited financial statements within [180] days of the fiscal year-end.

### **Enforcement of Reporting and Disclosure Obligations**

5.5 Failure to comply with disclosure or reporting obligations may lead to penalties, deductions, or other sanctions outlined in the agreement.

This framework aligns with the Bauchi State PPP Law to ensure compliance, transparency, and stakeholder engagement throughout the lifecycle of PPP projects.

## Schedule [ ]

### Format for Submission of Summary Project Information for

#### Disclosure PPP Agreement Information

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

##### 1. Contracting Authority

- o Name of Authority: [Insert name]
- o Representative: [Insert name]
- o Address: [Insert address]
- o Telephone: [Insert telephone]
- o Fax: [Insert fax]
- o Email: [Insert email]

##### 2. Private Party

- o Name of Company or Consortium: [Insert name]
- o Representative: [Insert name]
- o Address: [Insert address]
- o Telephone: [Insert telephone]
- o Fax: [Insert fax]
- o Email: [Insert email]

##### 3. Project Details

- o Project Value: [Insert value]
- o Project Scope: [Provide detailed scope]
- o Term: [Insert project term]

##### 4. Key Performance Indicators

- o Agreed Target Levels: [Provide KPIs and target levels]

##### 5. Financial Structure

- o Equity/Debt Ratio: [Insert ratio]
- o Debt and Equity Providers: [Provide details]
- o Shareholders and Proportion of Ownership: [Provide details]
- o Link to Company Registry: [Insert hyperlink or reference]

##### 6. Project Documents

- o Copies of Project Documents: [Attach copies, including the PPP agreement and the Value for Money report]

##### 7. Implementation Structure

- o Special Purpose Company (SPC): [Insert details]
- o Subcontractors: [Provide names and roles]

RISK	DESCRIPTION	ALLOCATION
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**RISKS**

**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
Authority	
Concessionaire	
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
<b>Performance failures</b>	YEAR			
	Category of failure			
	Number of events			
	Penalty or abatement provided in contract			
	Penalty or abatement imposed			
	Penalty paid or abatement effected: Yes/No			
<b>Performance assessments</b>	Copies of audit reports and/or audited financial statements, extracts from the private party reports (SPC self-reporting), and extracts from independent expert reports)			

**Schedule [ ]**

**Payment deductions for noncompliance with the obligation to provide information**

Period of delay in	Payment

**Schedule [ ]**

**Confidential information**

Clauses/schedul	Period for which information will remain