

Negotiated ongoing connection contract: Embedded generators

[Insert site name and location]

—

Ausgrid (ABN 78 508 211 731)

—

[insert month & Year of agreement]

Negotiated ongoing connection contract

Embedded generators (EGs)

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Details

Date

Parties

Name	The Ausgrid Operator Partnership , trading as Ausgrid, a partnership carried on under that name by: (a) Blue Op Partner Pty Ltd (ACN 615 217 500) as trustee for the Blue Op Partner Trust; (b) ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as trustee for ERIC Alpha Operator Trust 1; (c) ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) as trustee for ERIC Alpha Operator Trust 2; (d) ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as trustee for ERIC Alpha Operator Trust 3; and (e) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Operator Trust 4.
ABN	78 508 211 731
Short form name	Ausgrid
Notice details	24 Campbell Street, Sydney Email: enquiries@ausgrid.com.au

Name	[insert name of embedded generator]
ABN	[insert ABN]
Short form name	you or your
Notice details	[insert registered address]

Background

- A This agreement is a connection agreement for the purposes of the *NER*.
- B This agreement sets out the negotiated terms on which Ausgrid will provide the *services* to you to enable the *facility* to be and remain *connected* to Ausgrid's Distribution System.

Agreed terms

1. Definitions and Interpretation

1.1 Contract particulars

The specific details of this agreement are as follows:

- (a) Site: **[insert]**
- (b) NMI: **[insert]**
- (c) Connection Application details: **[insert]**

1.2 Specific definitions and interpretation rules

The definitions used in, and rules for interpretation of this agreement are set out in clause 22.

2. Scope

2.1 Agreement to provide the services

This agreement is a connection agreement under chapter 5, or 5A of the NER, for the provision of *services*, on the terms and conditions of this agreement.

2.2 What are the *services*?

In this agreement, the *services* are the provision of *power transfer capability* across the *connection point* at a level up to, but not exceeding, any of the following:

- (a) for *active power* from the facility into the distribution system – the *authorised export limit*;
- (b) for *active power* from the distribution system into the facility – the *authorised demand*; and
- (c) for *energy* in any direction – the *network capability* at that time.

2.3 Exclusions

The *services* do not include the sale of *energy* to or by you or the construction of any works.

3. Term

3.1 Commencement

This agreement commences on the day on which it is executed by the parties.

3.2 Termination

This agreement will end when:

- (a) it is terminated in accordance with this its terms;
- (b) it is terminated in accordance with the applicable *energy laws*; or
- (c) the parties agree to its termination.

4. Commencement of the *services*

Ausgrid must begin providing the *services* on the later to occur of:

- (a) the date this agreement commences;
- (b) the date Ausgrid has advised you that:
 - (i) it is satisfied that the *generating units* have been tested and commissioned in accordance with *energy laws* and *jurisdictional electricity legislation* and otherwise meet the *Ausgrid Procedures, Standards and Requirements*; and
 - (ii) the Connected Equipment is in all respects suitable for the provision and acceptance of the *services*; or
- (c) the date agreed by the parties.

You must provide all information and assistance that Ausgrid reasonably requests in connection with the matters set out in clause 4(b).

5. Provision of the *services*

5.1 Provide and accept the *services*

Ausgrid:

- (a) must provide the *services*; and
- (b) consents to *you* interconnecting the *embedded generating units* set out in Schedule 5 with Ausgrid's *distribution system*,

and you must accept the *services*, and the interconnection of those *embedded generating units*, on and subject to the terms and conditions of this agreement, relevant laws and *authorisations*.

5.2 Your obligations

On and from the commencement of the *services* under clause 5, you must, subject to this *contract*, relevant *laws* (including *energy laws*) and relevant *authorisations*:

- (a) pay the *network charges* in accordance with clause 11;
- (b) only connect the *facility* to the distribution system at the connection point;
- (c) only export electricity from the *facility* to the *distribution system* at the *connection point* up to the lesser of the amounts set out in clauses 2.2(a) and 2.2(c); and
- (d) only import electricity from the *distribution system* at the *connection point* up to the lesser of the amounts set out in clauses 2.2(b) and 2.2(c).

5.3 Operation of a dynamic system

The parties acknowledge that:

- (a) the *facility* and the *distribution system* are each an element of an interconnected system to which the facilities of many other industry participants are directly and indirectly connected;
- (b) the behaviour of the system is dynamic and will vary from moment to moment;
- (c) system behaviour depends on the interaction of all industry participants; and
- (d) other industry participants can impact on the operation, performance and outcomes of the parties,

and that, despite clause 5.1, Ausgrid may limit the supply of the services due to these factors and the occurrence of the circumstances set out in clauses 5.4 and 5.5.

5.4 Restrictions on transfer of electricity across *connection point*

- (a) You acknowledge that:
 - (i) Your legal right to dispatch any *embedded generating units* at the *facility* and Ausgrid's legal right to provide *power transfer capability* is subject to:
 - (A) the limitations in the *NER*;
 - (B) *AEMO*'s central dispatch process; and
 - (C) the actions and directions of *AEMO*, including whether a *generating unit* is constrained on or constrained off;
 - (ii) under the *energy laws*, Ausgrid has rights and obligations (for example, in respect of unsafe conditions, emergencies and compliance with notifications and directions), to take action which may limit the provision of the *services*, and that nothing in this agreement restricts Ausgrid's right to take such action;
 - (iii) Ausgrid's obligation to provide *power transfer capability* under this agreement is limited to the extent that:
 - (A) it grants or has granted the right to transfer electricity to other customers at another *connection point*, and such a grant has the effect of limiting the *network capability*; or
 - (B) it is prevented from doing so by third parties who exercise rights to take actions under the *energy laws*, such as the exercise of rationing or other emergency powers, load shedding, testing, maintenance, repair or alteration of their installation, or access to the network for third party works; and

- (b) Ausgrid's obligation to provide the *services*:
- (i) is limited by the *network capability* that is available from time to time, as assessed under clause 5.5;
 - (ii) is subject to:
 - (A) Ausgrid being able to provide the *services* consistently with law, its authorisations, and *good electricity industry practice*;
 - (B) your compliance with relevant *laws* and *authorisations*; and
 - (iii) may be constrained in certain circumstances, such as when:
 - (A) there is a relevant *Force Majeure Event*; or
 - (B) there is a network constraint, abnormal operating condition, credible contingency event or interruption,

and in any such case, Ausgrid is not required to give any priority to the provision of *services* to you.

5.5 Changes to *network capability*

- (a) You acknowledge that:
- (i) Ausgrid has determined the values for the *authorised export limit* and *authorised demand* at least partly by reference to its assessment of the *network capability* of the *distribution system* in the relevant area, as at the time connection is scheduled to take place; and
 - (ii) Ausgrid's assessment of *network capability* takes into account factors including:
 - (A) the configuration and the capacity of various elements of the *distribution system*;
 - (B) penetration levels of *embedded generators*; and
 - (C) relevant conditions; and
- (b) Ausgrid may alter its assessment of *network capacity* from time to time, based on factors including those set out in clause 5.5(a).

5.6 Ausgrid reducing the *authorised export limit*

If the actual export electricity at the *connection* point is less than the *authorised export limit* for two or more consecutive years, Ausgrid may, by notice to you, reduce the *authorised export limit* under this agreement to a quantity not less than the maximum level of actual export electricity during that period.

5.7 Requesting a change to the *services*

If you wish to change the *authorised demand* or the *authorised export limit*, you must do so in accordance with the provisions of the *NER*.

5.8 Notifiable changes

- (a) In this clause 5.8, '**Notifiable Changes**' are:
- (i) the *connection* (directly or indirectly) of any new or additional electrical equipment (including any *generating units*) to the *distribution system* at the *connection point*;
 - (ii) any change to relevant technical characteristics of any electrical or metering equipment or wiring that is (directly or indirectly) *connected* to the *distribution system* at the *connection point*;
 - (iii) any material change to the operation of *connected* plant or electrical equipment; or
 - (iv) any permanent material change to the expected energy load, pattern of usage or generation profile at the *facility*; or

- (v) any change of which you must give notice under clause 5.3 of the *NER*.
- (b) You must, before making a Notifiable Change, give Ausgrid notice of the relevant Notifiable Change, with such other information as Ausgrid may reasonably require, including the information set out in S5.3.1 of the *NER*.
- (c) If Ausgrid's consent is required under the *energy laws* in order to carry out a Notifiable Change, that consent may be granted, withheld, or given on such conditions as Ausgrid determines.

6. Operational

6.1 Legal standards

You must ensure that any electrical equipment, earthing grid and earthing connections that is (directly or indirectly) *connected* to the *distribution system* at the *connection point* (**Connected Equipment**) is designed, constructed, operated and maintained to comply with:

- (a) this agreement, *good electricity industry practice*, relevant *laws*, and *authorisations*; and
- (b) *Australian Standards* (such as the *Wiring Rules* and AS 4777, etc.) and, where there is no applicable *Australian Standard*, relevant International Standards and British Standards that are accepted in the Australian electricity industry.

6.2 Compliance with the *NER*.

- (a) Without limiting clause 6.1, you must comply with relevant obligations placed on *Generators* under Chapters 2, 4, 5, 7 and 8 of the *NER* as if you were a *Generator*.
- (b) You must ensure that any new equipment, including circuit breakers, is capable of withstanding, without damage, the power frequency voltages and impulse levels determined in accordance with clause S5.1a.4 and S5.1.4 of the Rules.
- (c) You must ensure that the design or modification of feeder and substation earthing systems and equipment is capable of withstanding the maximum design fault level specified in the *Access Standards* or as otherwise agreed to by Ausgrid and AEMO
- (d) Where practicable and economic to achieve, you must ensure that the Generating Facilities (both new and existing) meet the system standard for fault clearance times as specified in S5.1a.8 of the Rules for two phase to ground short circuit faults (if applicable).
- (e) Where relevant provisions of the *NER* refer to terms such as 'electrical plant in its facility' or 'new equipment', these references are to be taken to refer to any electrical plant that is, or is to be, (directly or indirectly) connected to the distribution system at the connection point, including any generating units.

6.3 Technical standards

You must ensure that the *connection* and operation of the *Connected Equipment*:

- (a) operates satisfactorily for the full range of variation of system parameters and characteristics and at the distortions and disturbances specified in this agreement (including the *technical requirements*);
- (b) is capable of safe and satisfactory operation while *connected* to the *distribution system*;
- (c) if it comprises a *generating unit*:
 - (i) is capable of safe and satisfactory operation in parallel with the *distribution system*; and
 - (ii) the operation of that *generating unit* does not contribute to the throughput of electricity through a *distribution system* element exceeding the rated capacity of that element; and
- (d) does not adversely impact on the levels of service and quality of *supply* to Ausgrid's customers.

6.4 Maintenance strategy

You must develop and comply with an appropriate maintenance strategy for the *Connected Equipment* which:

- (a) ensures the *Connected Equipment* complies with requirements under all *laws*, including *energy laws* and *jurisdictional electricity legislation*;
- (b) takes into account the recommendations of the relevant supplier and is otherwise consistent with *good electricity industry practice*; and
- (c) provides that all engineering work is carried out under the supervision of an appropriately qualified person.

6.5 Operating protocol

- (a) The parties must develop, amend and implement a written *Operating Protocol Agreement* to govern regular operational procedures under this agreement, for the purposes of:
 - (i) providing for the day-to-day operations of each party in connection with this agreement;
 - (ii) ensuring compliance with *laws* and *authorisations*;
 - (iii) personal safety;
 - (iv) satisfactory operation of the *distribution system* and any *Connected Equipment*; and
 - (v) communications between the parties.

Unless the parties agree otherwise, the provisions of Schedule 4 shall form the *Operating Protocol Agreement*.

- (b) The *Operating Protocol Agreement* should include:
 - (i) information about the management of planned and unplanned outages, including:
 - (A) annual plans for outages and maintenance; and
 - (B) notification periods and protocols for the commencement of planned outages;
 - (ii) detailed switching procedures relevant to each party's facilities;
 - (iii) approved methods for maximising *power transfer* at the *connection point* during periods of *network constraint*, *abnormal operating condition*, *credible contingency event*, *interruption*, etc.;
 - (iv) conditions of land access site safety and drug and alcohol protocols; and
 - (v) coordination requirements.
- (c) Each party must comply with the *Operating Protocol Agreement* provided that:
 - (i) a party may depart from the *Operating Protocol Agreement* where required to meet its obligations under the *energy laws*; and
 - (ii) in the event of a conflict between the terms of this agreement and the *Operating Protocol Agreement*, the provisions of this agreement shall prevail, unless and to the extent that the *Operating Protocol Agreement* expressly states otherwise.

6.6 Run Back Emergency Control System

- (a) Ausgrid may, at any time during the term of this agreement by notice in writing to you (an **RECS Notice**), require you to install a *Run Back Emergency Control System*.
- (b) If Ausgrid gives you an *RECS Notice*, the parties must take all steps as are necessary to ensure that such a system is installed and operational.
- (c) You must pay all costs associated with the procurement, installation, testing and commissioning of the *Run Back Emergency Control System*.

- (d) The parties must amend the *Operating Protocol Agreement* established under clause 6.5 as necessary in order to reflect the operation of the *Run Back Emergency Control System*.

6.7 Coordination of planned maintenance

Each party must:

- (a) use reasonable endeavours to ensure the coordination of maintenance programs so as to maximise the legitimate interests of all *Network Users*;
- (b) not unreasonably delay or restrict the other party from performing maintenance work which is necessary for that party to conform with *good electricity industry practice*;
- (c) not unreasonably delay or restrict the other party from performing maintenance work which forms part of an asset management strategy or plan made available under clause 6.4; and
- (d) use reasonable endeavours to ensure that the *Operating Protocol Agreement* provides for the coordination of outages in accordance with the following principles:
 - (i) consideration of benefits to you from rescheduling work;
 - (ii) you will bear the costs of (and lower reliability associated with) any such rescheduling;
 - (iii) notification of recall times; and
 - (iv) return to service protocols and procedures.

6.8 Remote monitoring equipment

- (a) If you are required to install *remote monitoring equipment* under s5.2.6.1 of the *NER*;
 - (i) Ausgrid will use reasonable endeavours to transfer data received from your *remote monitoring equipment* at Ausgrid's communications node with you to Ausgrid's communications node with Transgrid by means of its Existing Communications System (***communications services***); and
 - (ii) Ausgrid will use reasonable endeavours to operate and maintain its communications systems in accordance with the *energy laws* and any relevant standards issued by *AEMO* for the purpose of providing information about the status of Ausgrid's *distribution system*;
 - (iii) Ausgrid accepts no liability for any inability of the *communications services* provided to meet the requirements of any relevant standards published by *AEMO* for the purpose of providing data from *remote monitoring equipment* to *AEMO*;
 - (iv) you must maintain an appropriate back up communications system; and
 - (v) Ausgrid accepts no liability for any failure on its part to provide services under this clause 6.8 (a).
- (b) You must pay Ausgrid for the *communications services* in accordance with clause 11 and Schedule 3.

6.9 Offshoring

You must not, without Ausgrid's prior written consent (which may be given or withheld at Ausgrid's discretion and subject to any conditions required by Ausgrid):

- (a) export, disclose or transfer, or permit the export, disclosure or transfer of, any information provided or made available by Ausgrid outside Australia, or otherwise allow any person outside Australia to access any such information;
- (b) store or process any Ausgrid information or other data, collected, stored, used, processed, generated or disclosed as part of or in connection with the services in or using any cloud infrastructure whether located in or outside of Australia; or
- (c) breach or cause Ausgrid to breach its statutory obligations or the conditions set out in Ausgrid's distributor's licence, as amended from time to time and published by the

6.10 Inspection, testing, commissioning, disconnection and reconnection

Ausgrid may inspect, test, commission, disconnect and reconnect the *Connected Equipment* as if rules 5.7, 5.8 and 5.9 of the *NER* applied to this agreement, with necessary changes.

6.11 Requests to maintain system stability

- (a) If Ausgrid considers that it is reasonably necessary to assist in complying with its obligations under clause 5.2.1 of the *NER* and under the *energy laws* (including to manage, or prevent system instability), it may, acting reasonably, direct you to operate the *Connected Equipment* in a certain manner from time to time (including varying the amount of electricity taken or dispatched) (a **Compliance Direction**).
- (b) You:
 - (i) must use reasonable endeavours to comply with a *Compliance Direction*; and
 - (ii) acknowledge that any failure to comply with a *Compliance Direction* may result in cessation or suspension of the *services* by Ausgrid.

6.12 Information, records and maintenance

- (a) Each party must:
 - (i) maintain records, data, and other information required to enable the performance of obligations under this agreement; and
 - (ii) provide such records, data and other information to the other party upon as reasonably requested, to enable that party to perform its obligations under this agreement, provided that Ausgrid will not be required under this clause to provide fault diagnostics information.
- (b) You must, upon request, provide such information as Ausgrid reasonably requires to establish to its satisfaction that the *facility* and all *Connected Equipment* complies with the requirements of this agreement.
- (c) If we request this, you must, by 30 April of each year, give us a forecast for maximum demand, annual energy consumption, maximum electricity export levels and annual energy production at the connection point for the three financial years commencing on 1 July of that year.

6.13 Metering

- (a) The parties shall comply with and undertake metering in respect of the services, including by granting access to your premises to the relevant *Metering Provider* or *Metering Data Provider* (as applicable) for the metering installations for the connection point, in accordance with the requirements from time to time set out in the *NER* and any applicable agreement for metering for the *connection point*.
- (b) The relevant metering installations for the connection point comprise, generally:
 - (i) primary equipment such as instrument transformers and relevant cabling; and
 - (ii) meters,and are located in the places described in the site configuration referred to in Part A of Schedule 6.
- (c) In the event that the location of the metering installation is significantly different to that of the connection point, the parties shall adjust the metering data which is recorded in the metering database in accordance with the *NER* (which may include using best endeavours to make a further agreement for the basis of making that adjustment), to allow for physical losses between the metering point and the relevant connection point where a meter is used to measure the flow of electricity in a power conductor.

7. Performance and Development

7.1 Compliance with Schedule 9

You must, in respect of the Generating Facilities and associated works, at all times comply with your obligations under Generator Performance Standards, Generator Technical Requirements and other provisions of Schedule 5.

7.2 Reactive Power Capability

- (a) To facilitate the transmission of real power and maintain acceptable network voltage levels, you must make available to Ausgrid a reactive power capability which is no less than that specified in Item 3 of Schedule 5 to this agreement, or that required by section 5.2 of the NER; whichever is the greater.
- (b) You must advise Ausgrid of any significant change in reactive power capability at any *connection point*, including the circumstances resulting from the change, as soon as possible after such a change occurs.
- (c) Ausgrid may only use this information for network planning and development purposes, to assess connection and network capability and performance and as required under the Rules.

7.3 Meeting of Parties

- (a) The parties must meet when it is mutually agreed, but (if required by Ausgrid) not less than once in each calendar year of the term of this agreement, to:
 - (i) review the performance at the connection point(s);
 - (ii) review all technical parameters; and
 - (iii) discuss and resolve any other issues which may be relevant to the parties' ongoing relationship.
- (b) The parties must meet at more frequent intervals where this is necessary to fulfil their obligations as set out in this agreement and the Rules.

7.4 Significant Incidents

- (a) If:
 - (i) a significant incident occurs within the *facility*; and
 - (ii) the incident had or has the potential to prevent or restrict Ausgrid's ability to meet its obligations under this agreement or the NER,then the parties must meet as soon as possible after the occurrence of the incident to discuss and resolve any relevant issues.
- (b) On or prior to the meeting convened under clause 7.4(a) (**Incident meeting**), the parties must provide each other with all relevant information within their possession in relation to the incident.
- (c) The parties will prepare and exchange a written report (**Incident report**) which contains the following:
 - (i) a description of the incident and its impact;
 - (ii) the cause of the incident and any relevant findings; and
 - (iii) recommendations to mitigate or prevent a recurrence.
- (d) If the relevant incident has or has the potential to prevent or restrict Ausgrid's ability to meet its obligations under the NER, the parties must meet and negotiate in good faith to agree any necessary or appropriate amendments to the terms and conditions of this agreement, to ensure compliance.

8. Land access

8.1 Right of access

Subject to this clause 8, you must ensure that Ausgrid can enter your premises, and access the *facility*, in order to:

- (a) comply with its obligations under this agreement;
- (b) exercise its rights under this agreement or any *laws*; and
- (c) work on or near equipment, including to install, commission, test, maintain, operate, repair or (if required by the terms of this agreement) replace equipment, within or adjacent to the *facility*.

8.2 Notice of access

Ausgrid must use reasonable endeavours to provide at least 7 days' notice of its intention to exercise its rights under this clause 8, together with a brief description of the purpose of access and nature of any works to be done.

8.3 On-site

- (a) You must provide Ausgrid's representatives with all such assistance and safe access as they may reasonably require.
- (b) Subject to clause 8.3(c), Ausgrid must ensure that those of its *representatives* who enter your premises and access the *facility* comply with all relevant *laws* and *authorisations*, any Operating Protocol Agreement under clause 6.5, and any reasonable access and induction requirements.
- (c) If your requirements impose obligations on Ausgrid that exceed the obligations imposed on Ausgrid's *representatives* under Ausgrid's internal policies and procedures, you must on demand reimburse Ausgrid for the additional costs of compliance with them.
- (d) When working on the *facility*, Ausgrid must ensure that its *representatives* minimise disruption to you and your representatives.
- (e) You must promptly inform Ausgrid if you become aware that there is, or will be, a change materially affecting access to any of your assets at the *facility*.

8.4 Emergency access

If there is an *Emergency*, Ausgrid will use its reasonable endeavours to comply with this clause 8.

8.5 Maintaining property rights

If, under any agreement, you have agreed to procure or provide any easements, leases, or licences, in order to allow Ausgrid to perform its obligations or exercise its rights under this agreement (**Property Rights**) you must:

- (a) do all such things as are necessary to register such Property Rights;
- (b) maintain in force those Property Rights; and
- (c) exercise all rights to renew or extend them.

9. Ownership of equipment

As between the parties, unless the parties otherwise agree in writing, any plant or equipment installed by a party under this agreement or a separate agreement relating to the construction of *connection assets* or the provision of *services* remains the property of that party.

10. Disconnection and Dismantling

10.1 Disconnection at your request

- (a) If you wish to terminate this agreement, you must:

- (i) give Ausgrid notice in writing of your intention to permanently disconnect the facility from the *distribution system* at the *connection point*;
 - (ii) take all steps necessary to effect the disconnection; and
 - (iii) pay all costs (including those of Ausgrid) attributable to the disconnection.
- (b) If the *facilities* are permanently disconnected from the *distribution system*, you must notify AEMO and any other Registered Participants with whom you have a connection agreement if there is a reasonable prospect that they will be affected by the disconnection.

10.2 Right to remove

- (a) If:
- (i) this agreement ends in accordance with clause 3.2; or
 - (ii) you require (and Ausgrid agrees to) a reduction in the services,
- Ausgrid may disconnect, dismantle, decommission and remove any Distribution System *equipment* which it, in its discretion, determines is redundant or unrequired.
- (b) You must promptly upon demand reimburse Ausgrid for its costs and expenses of and incidental to the exercise of its rights under clause 11.2 (a), in accordance with the *energy laws*.

10.3 Disconnection at AEMO's direction

If AEMO directs Ausgrid to disconnect the *facility* from the *distribution system* in accordance with clauses 5.9.4 and 5.9.5 of the NER, Ausgrid:

- (a) may carry out the disconnection;
- (b) is not liable for any loss or damage you suffer or incur;
- (c) is not required while the disconnection is in effect to provide the *services* in respect of the *facility*; and
- (d) you must upon demand reimburse Ausgrid for its costs.

11. Charges and billing

11.1 Determination of charges

- (a) The services contemplated by this *contract* for which Ausgrid may recover *charges* include:
- (i) the *services*;
 - (ii) the *communications services*;
 - (iii) the establishment, negotiation and operation of this *contract*;
 - (iv) the provision of equipment that any relevant regulator requires us to install in respect of the *connection*; and
 - (v) the operation, maintenance, repair, replacement or removal of any *distribution system* assets that are stated to be owned by Ausgrid under Item 2 of Schedule 1.
- (b) The charges payable under this agreement are determined in accordance with, or are otherwise consistent with, Chapter 6 of the NER.
- (c) Ausgrid may charge and recover from you relevant *charges* for that *service* up to the maximum entitlement under the *energy laws*.
- (d) Ausgrid's best estimate, as at the date of this *contract*, of the *network charges* to apply as and from the *time of connection* of the *facility* to the *distribution system* is set out in Item 1 of Schedule 1.

11.2 Payments

- (a) Subject to clause 11.3, you must pay an invoice issued by Ausgrid for charges under this agreement by the due date specified in the invoice.
- (b) Unless otherwise directed by the other party, all payments to the other party must be:
 - (i) for the amount of each invoice, free from set off or counterclaim; and
 - (ii) made into an account or accounts and by a process nominated by the other party.

11.3 Disputed invoices and adjustments

- (a) Subject to clause 11.3(b), if any party disputes the accuracy of any invoice:
 - (i) the disputing party must notify the other party of the dispute prior to the date for payment;
 - (ii) the parties must use their best endeavours to resolve the dispute in accordance with clause 16; and

if the dispute is not resolved by the time payment is due, the disputing party must make all payments in full and may refer the matter for resolution in accordance with clause 16.

- (b) If it is determined under clause 16 that an invoice is incorrect, or it is otherwise determined within 2 years after the date of an invoice that a party has been undercharged or overcharged:
 - (i) the amount payable as an additional payment or refund to correct the undercharge or overcharge (as the case may be) must be agreed between the parties and a revised invoice issued; and
 - (ii) the additional payment or refund must be made within 15 Business Days of the amount being determined and a revised invoice being issued and (unless otherwise directed) must be paid together with Default interest calculated in accordance with clause 11.4.

11.4 Late or non-payment

- (a) In addition to any other remedies the receiving party (**Payee**) may have under this Agreement, if payment is not made by a party (**Payer**) in accordance with clause 11.2, the Payer must pay to the Payee default interest on the amount. Default interest must be calculated in accordance with clause 11.4(b) and will commence on the day the payment was due.
- (b) Any default interest payable will:
 - (i) be calculated daily at the rate equal to 1% per annum above the Commonwealth Bank of Australia Corporate Overdraft Reference Rate as published from time to time, or if that rate does not exist for any reason, 1% per annum above Ausgrid's corporate overdraft rate at the relevant time; and
 - (ii) be calculated:
 - (A) for each day from the date due until the date of payment;
 - (B) on a daily compounding basis; and
 - (C) assuming a 365 day year.

12. Taxes and GST

12.1 Amounts payable to be tax free.

Amounts payable under this agreement are exclusive of any applicable Taxes. In addition to the obligation in clause 12.2, if other Taxes are levied on the provision of goods or services under this agreement or on amounts payable under this agreement then the recipient of the goods or services or the payer of the relevant amount (as the case may be) must pay directly (if applicable) or reimburse the other party for those Taxes.

12.2 GST

- (a) If a party (**Payee**) who is entitled to be paid an amount under this agreement by another party (**Payer**) in consideration for making a Taxable Supply, incurs a GST liability in respect of that Taxable Supply then:
- (i) the Payee may, in addition to the amount expressed as payable elsewhere in this agreement, but subject to issuing a valid Tax Invoice, recover from the Payer an additional amount on account of GST; and
 - (ii) that additional amount will be equal to the amount of the Payee's GST liability in respect of the Taxable Supply; and
 - (iii) that additional amount will be payable to the Payee in the same manner as the relevant amount and either at the same time as the relevant amount or when the Payee is required to remit the GST (at the Payee's option); and
 - (iv) the Payee must, at the Payer's expense, take all reasonable steps to assist the Payer in claiming any Input Tax Credit or refund available to the Payer in relation to that additional amount.
- (b) The parties must comply with all relevant provisions of the GST Act.
- (c) A party must issue to another party all Tax Invoices, Adjustment Notes and other related documentation which are either required by the GST Act or reasonably requested by that other party in relation to Taxable Supplies occurring between the parties under this agreement.

13. Force Majeure

13.1 Effect of Force Majeure Event

If either party is prevented from performing or observing any of its substantial obligations under this agreement by a Force Majeure Event, its obligations (other than obligations to pay money) will be suspended by giving notice to the other party (a **Force Majeure Notice**) in accordance with clause 13.2.

13.2 Notice obligations

If a party (**Affected Party**) gives a Force Majeure Notice it must:

- (a) as soon as practicable, give particulars to the other party of the Force Majeure Event and of the obligations of the Affected Party under this agreement which have been, will be or are likely to be affected by the Force Majeure Event;
- (b) keep the other party informed, at reasonable intervals and upon request by the other party, as soon as practicable following the receipt of that request, of:
 - (i) the Affected Party's estimate of the likely duration of the Force Majeure Event;
 - (ii) the action taken and the action proposed to be taken to mitigate the effect of the Force Majeure Event;
 - (iii) the cessation of that Force Majeure Event or the successful mitigation or minimisation of the effects of that Force Majeure Event; and
 - (iv) any other matter which the other party may reasonably request in connection with the occurrence of the Force Majeure Event.

13.3 Mitigation of effect of Force Majeure Event

The Affected Party:

- (a) must use its best endeavours to mitigate the effects of the Force Majeure Event;
- (b) must use its best endeavours to overcome or remove the Force Majeure Event; but
- (c) is not required to settle a strike, lock-out or other industrial disturbance.

13.4 Amendment or expiration of Agreement on account of Force Majeure Event

If the Force Majeure Event continues to prevent a party from performing or observing its Material obligations under this agreement for 6 months from the date of its occurrence, either party may upon not less than 10 Business Days' notice either:

- (a) amend the Schedules to this agreement to remove the affected *connection point(s)* from the operation of this agreement; or
- (b) terminate the agreement.

14. Termination, default and *disconnection*

14.1 Termination by Customer

You may terminate this agreement in accordance with clause 10.1.

14.2 Early termination by Ausgrid

This agreement will terminate with immediate effect upon Ausgrid giving written notice if, at any time, you cease to own, operate or occupy the *facility* and this agreement is not assigned to the incoming owner, operator or occupier in accordance with clause 20.

14.3 Default Notice

If a party defaults in the performance of any obligations under this agreement or breaches any of its terms, the party not in default (**Notifying Party**) may give the other party (**Defaulting Party**) a written notice (**Default Notice**) specifying the default and requiring that party to cure the default (or if that default is not capable of being cured, to take steps to prevent its recurrence).

14.4 Remedies

- (a) If the Defaulting Party does not cure the default the subject of the Default Notice, then the Defaulting Party must:
 - (i) notify the Notifying Party of the expected duration of the default; and
 - (ii) present a program satisfactory to the Notifying Party, for the mitigation and prevention of recurrence of the default.
- (b) If within 60 days of receiving the Default Notice:
 - (i) the default has not been cured; and
 - (ii) the Defaulting Party has not made a substantial and genuine attempt to cure the default or prevent its recurrence,

then the Notifying Party may at its discretion disconnect the Connection Point(s) until such time as the Defaulting Party can demonstrate to the satisfaction of the Notifying Party that the default has been cured or its recurrence has been prevented.

14.5 Consequences of early termination

- (a) Ausgrid's rights under clause 14.4 are without prejudice to any other rights or powers in respect of a *default*, or to *disconnect* the *facility* or any *generating units* at the *facility*, that Ausgrid may have at *law*, in equity, under this agreement or otherwise.
- (b) Nothing in this agreement affects any of Ausgrid's rights under the *energy laws* to disconnect you, or any relevant notification obligations under those *energy laws*.

15. Liability

15.1 Limited liability for failure to supply

Except as expressly provided in this clause 15, the terms of this agreement do not represent a waiver by Ausgrid of, nor an agreement to limit or exclude, any limitation of its liability under sections 119 or 120 of the NEL, or section 316 of the NERL.

15.2 Liability

Except to the extent that the liability is caused by our negligence, bad faith, wilful misconduct, fraud, breach of law or failure to comply with any relevant authorisation, Ausgrid is not liable to you in connection with the exercise of any right or obligation in accordance with this contract.

15.3 Exclusion of liability

Without limiting clause 15.2, a party (**Breaching Party**) will not be liable to the other party for any damages or claims under this agreement, other than:

- (a) any obligation on the Breaching Party to pay any amount (including interest) under this agreement;
- (b) suffered by the other party as a direct result of a breach of this agreement by the Breaching Party, except to the extent the loss was caused, or contributed to, by the other party; and
- (c) any injury or death of any person caused by a negligent act or omission of Ausgrid, except to the extent caused, or contributed to, by the other party,

and the other party releases the Breaching Party from any claims not within paragraphs (a) to (c) of this clause 15.3.

15.4 Scope of exclusion of liability

The exclusion and release of liability in clause 15.3:

- (a) applies to liability arising under or in the course of this agreement or the performance of this agreement or in any way related to this agreement;
- (b) applies irrespective of the nature of the cause of action, including breach of contract, tort, quasi-contract, breach of statutory duty and statutory liability; and
- (c) without limiting the preceding paragraphs, applies to damages for breach of contract, or arising out of repudiation, rescission or termination of this agreement.

15.5 Limitation of liability

Subject to this clause 15, Ausgrid's collective liability over one year of the term of this agreement for the matters within clause 15.3(b) will not exceed \$10,000.

15.6 Trading company indemnity

- (a) In this clause 15.4, '**Trading Company**' means any person or company which:
 - (i) is not a party to this agreement; and
 - (ii) is registered or would have been required under the NER to be registered as a Generator in relation to the *facility* (or any part of it) if another party had not been registered under the NEL and the NER,other than a retailer that is not a Related Body Corporate to whom you sell the output of the *facility* on an arm's length commercial basis.
- (b) You indemnify and must keep Ausgrid indemnified against any claims made against Ausgrid by a Trading Company as a result of any act or omission of Ausgrid relating directly or indirectly to the provision of *services* or the operation of the *system* (including any claims relating to the inability of a Trading Company to participate in the spot market in relation to the *facility* as a result of any breach of this agreement or negligent act or omission).

15.7 Implied warranties and guarantees

- (a) To the extent that a guarantee under Part 3-2 of the Australian Consumer Law applies to the provision of *services* or *communications services*, Ausgrid's liability for breach of such a guarantee is (at its election) limited to the replacement of the *services* or *communications services* (as relevant), or the supply of equivalent *services* or *communications services* (as relevant), or the payment of their cost.
- (b) To the extent permitted by law, Ausgrid gives no condition, warranty or undertaking, and Ausgrid makes no representation to you, about:

- (i) the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this *contract*; or
- (ii) the condition, timing or quality of the *communications services*.

16. Dispute resolution

16.1 Amicable Resolution

The parties acknowledge their desire that all questions or disputes which arise between the parties concerning this Agreement or its subject matter be resolved, in the first instance, amicably by bona fide discussions between them.

16.2 Dispute Resolution Procedures

- (a) If a dispute between the parties arises, the parties must use their best endeavours to resolve the dispute using initially Ausgrid's disputes process which is available on its website at:
<http://www.ausgrid.com.au/Common/About-us/Contact-us/Customer-complaints.aspx>
- (b) If the dispute cannot be resolved under 16.2(a) the parties agree to use the *NER Dispute Resolution Procedures* with necessary changes.

16.3 Continued Performance

Even if any matter is to be referred or has already been referred to the *Dispute Resolution Procedures*, or is subject to legal proceedings, the parties must continue to comply with, observe and perform their respective obligations and duties and may exercise their respective rights under this agreement as if the matter had not arisen.

17. Confidentiality, privacy and access to information

17.1 General Obligation

- (a) Subject to clause 17.1(b), a party must:
 - (i) keep confidential all *Confidential information*;
 - (ii) only use *Confidential information* for the purposes of implementing this agreement; and
 - (iii) may not disclose *Confidential Information* to any third party except with the prior written consent of the other party, on such conditions as the other party may prescribe.¹
- (b) Despite clause 17.1(a), a party may disclose confidential information in the circumstances set out in clause 8.6.2 of the *NER*, on the basis that:
 - (i) a reference in clause 8.6.2 of the *NER* to the 'Recipient' will be taken to be a reference to a party;
 - (ii) the words 'in relation thereto' in clause 8.6.2(b) of the *NER* will be taken to be deleted;
 - (iii) the words 'under the *NER*' in clause 8.6.2(c) of the *NER* will be taken to be deleted;
 - (iv) the words 'relating to the *NER*' in clause 8.6.2(e) of the *NER* will be taken to be deleted; and
 - (v) in the case of a disclosure contemplated by clause 8.6.2(h) of the *NER*, prior to making a disclosure, the party who wishes to make the disclosure must:

¹ NER clause 5.3.8.

- (A) inform the proposed recipient of the confidentiality of the information;
- (B) must take appropriate precautions to ensure that the recipient:
 - (I) keeps the information confidential in accordance with clause 17.1(a) and
 - (II) does not use the information for any purpose other than that permitted under this clause 17.1.
- (c) The parties must observe the provisions of clause 8.6 of the *NER* relating to *Confidential information*.

17.2 Further permitted disclosure

In addition to its rights under clause 17.1(b), a party may disclose *Confidential information*:

- (a) to a *bona fide* intending assignee (or person seeking to take control) of the party upon them providing a confidentiality undertaking similar to this clause;
- (b) to *contractors* for their performance of their duties upon them providing a confidentiality undertaking similar to this clause;
- (c) to its professional consultants, auditors and advisers to obtain professional advice; and
- (d) to any bank or financial institution from whom the party is seeking to obtain finance upon them providing an confidentiality undertaking similar to this clause.

17.3 Employees and representatives to keep information confidential

Each party must ensure that its employees, agents, contractors and *representatives* who are at any time in possession of *Confidential information* observe and comply with the provisions of clause 17.1 as if they were parties to it.

17.4 Compulsory disclosure

Subject to clause 17.5, if any party is required by law to disclose *Confidential information*, that party must:

- (a) promptly give notice to the other party of the need to disclose information, details of the information to be disclosed, and the third party to whom it is to be disclosed;
- (b) inform the other party as soon as reasonably practicable after information is disclosed by the party or their representative; and
- (c) not disclose any information unless and until the other party has been informed of the proposed disclosure.

17.5 Disclosure to AEMO, IPART and AER

You acknowledge that Ausgrid:

- (a) is required to notify *AEMO* of this agreement and forward relevant technical details to *AEMO* under the *NER*;
- (b) is required to comply with the embedded generation disclosure requirements of the *NER*;
- (c) may be required to disclose details of this agreement and information provided pursuant to it to other *market participants*, to market administrators, or other regulatory bodies; and
- (d) may be required to disclose this agreement to *IPART* (including under Part 3 Division 3 of the Independent Pricing and Regulatory Tribunal Act 1992 (NSW)), or to the *AER*,

and that clause 17.4 does not restrict any such disclosure.

17.6 Public announcements

If a party proposes to make a public announcement about matters related to this agreement, that party must use reasonable endeavours to consult with the other party prior to making the public announcement.

17.7 Obligations to survive termination

The obligations in this clause 17 will survive the termination of this agreement.

18. Notices

18.1 Operational communications

- (a) Each party must:
 - (i) give the other party the name and contact details of a person or people who can be contacted 24 hours a day, every day of the year, for the purposes of operational communications under this agreement; and
 - (ii) promptly inform the other if there is any change to the identity of that person, or those contact details.
- (b) Any communications given in the course of the day to day running of Ausgrid's Distribution System, or the facilities of either party by or on behalf of a party (in this clause 18 called '**operational communications**') may be by telephone or other instantaneous means of communication.
- (c) Operational communications must be recorded in a manner satisfactory to both parties. The parties must ensure that logs are kept in which persons giving and receiving operational communications record brief details of their substance and timing

18.2 Formal notices

- (a) All notices and communications, (other than those for day to day operational purposes), must be in writing and marked for the attention of an Authorised Person.
- (b) The notice or communication is to be:
 - (i) delivered by hand to the address of the addressee;
 - (ii) sent by prepaid, registered or certified post (airmail if posted to or from a place outside Australia);
 - (iii) hand delivered by a reputable courier service to the address of the addressee; or
 - (iv) sent by email to the email address of the addressee.

18.3 Address

The street address, postal address, phone number and email address of each party's principal business office and the relevant contact person are specified in Item 1 of Schedule 1.

18.4 Notice takes effect

A communication will be effective from the later of:

- (a) the time it is actually received or deemed to be received; or
- (b) any later time specified in the communication provided it has actually been received prior to that time.

18.5 Deemed receipt

- (a) Subject to clause 18.5(b), a notice or communication (other than an operational communication under clause 18.1 will be deemed to be received if:
 - (i) it is handed (with or without acknowledgment of delivery) to any person at that address who, in the reasonable judgment of the person making the delivery (upon making appropriate enquiries), represents themselves and appears to be an officer or employee of the party; or
 - (ii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically.

- (b) If a communication is received on a day which is not a business day or after 5.00 pm on a business day, it is taken to be received on the next business day.

18.6 Change of address

- (a) Any party may at any time, by notice in writing given to the other party, designate a different person, address, phone number or email address.
- (b) The address and phone number of a party must always be an address and phone number within Australia.

19. Amendment

19.1 Amendments to be in writing

Subject to clause 19.2, any amendments to this agreement will only be effective if they are in writing and executed by both parties.

19.2 Amendment due to changes in the NER

- (a) The parties acknowledge that the *NER*, the applicable regulatory instruments and other applicable *laws* may be the subject of ongoing changes and that those changes may require amendments to be made to this agreement.
- (b) The parties agree to negotiate in good faith any amendments to this agreement that may be reasonably required as a consequence of those changes.
- (c) If, within one month from one of the parties initiating a process of negotiation for those changes, the parties have not been able to reach agreement then a dispute will be taken to have arisen between the parties and the provisions of clause 16 will apply to the resolution of the dispute.

19.3 Technical requirements

- (a) The parties must regularly review the *technical requirements* to ensure that they are correct and consistent with the *laws* and reflect the relevant operating arrangements.
- (b) If any relevant technical information about the *Connected Equipment* is to change, then you must promptly advise Ausgrid, upon which the parties must review this change and modify this agreement as required to reflect the changed technical information, prior to implementing that change.
- (c) The parties acknowledge and agree that:
 - (i) the *technical requirements* have been determined in accordance with the *NER*, as at the date of this agreement and having regard to the configuration of the *distribution system*, penetration levels of *embedded generators* and *loading* conditions at that time;
 - (ii) Ausgrid is required to ensure compliance of its *distribution system* with the *system standards* and network performance requirements set out in the *NER*, and, in respect of some technical parameters, Ausgrid's ability to comply with these requirements is dependent upon the behaviour of relevant *Network Users* or *Generators*; and
 - (iii) changes to the configuration of the *distribution system*, penetration levels of *embedded generators* and relevant *loading* conditions over time may mean that the *technical requirements* set out in this *contract* do not achieve the outcome intended by the parties and the *NER*.
- (d) If either party reasonably considers that the *technical requirements* are (or are becoming) obsolete or inappropriate, having regard to the matters listed in clause 19.3(c), and that it would be beneficial to modify the *technical requirements*:
 - (i) that party may notify the other party of this, together with relevant details;
 - (ii) the parties must, within three months of that notification, meet and agree on a program to assess the issue, propose possible solutions, assess the

viability and cost-effectiveness of these solutions, and agree upon a solution that is consistent with *good electricity industry practice* and the intent of the *NER* so that Ausgrid is not at risk of being non-compliant with its obligations under the *NER*;

- (iii) the parties must comply with that program; and
- (iv) if the parties do not agree upon a solution within 12 months of the initial notification, the parties must refer the matter to an *expert* for resolution in accordance with clause 16

20. Assignment

20.1 Assignment by Ausgrid

Ausgrid may assign or novate this agreement to any person without your consent if:

- (a) the assignee or novatee holds all necessary authorities to perform Ausgrid's obligations under this agreement; and
- (b) the assignor or novatee agrees to assume and perform all the obligations of Ausgrid under this agreement as if it had been named in this agreement instead of Ausgrid.

20.2 Your assignment

You may not assign or novate all or part of this agreement without Ausgrid's prior written consent.

20.3 Conditions of consent

Ausgrid may not unreasonably withhold consent for an assignment under clause 20.2 if it is reasonably satisfied that the assignee/novatee is technically and financially able to comply with the assignor/novator's obligations under this agreement.

21. General

21.1 Governing law

This agreement will be governed by the law of the State of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of New South Wales, the Federal Court of Australia (New South Wales district registry) and courts of appeal from them for determining any dispute concerning this agreement.

21.2 No third party rights

Except as specifically provided in this agreement:

- (a) the parties do not intend to create rights in or grant remedies to any third party as a beneficiary of this agreement; and
- (b) all covenants, stipulations, promises and agreements contained in this agreement will be for the sole and exclusive benefit of the parties to this agreement and their respective successors and permitted assigns.

21.3 National Electricity Rules and applicable regulatory instruments

If this agreement imposes an obligation on a party and compliance by that party with that obligation would cause that party to breach the *NER*, the applicable regulatory instruments or other applicable laws, then the party need not comply with that obligation to the extent necessary to avoid such a breach.

21.4 Costs, duties

- (a) Subject to clause 21.4(b), each party must pay its own expenses incurred in connection with the negotiation, preparation, execution and registration of this agreement, transactions contemplated by this agreement and any amendment to, or any consent, approval, waiver, release or discharge of or under, this agreement.

- (b) Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this agreement or any transaction or instrument contemplated by this *contract*, must be paid by you.

21.5 Entire agreement

This agreement contains the entire agreement between the parties about its subject matter and replaces any previous understanding, agreement, representation or warranty relating to that subject matter.

21.6 Further assurances

Each party must do anything, and must ensure that its employees and agents do anything, that the other party may reasonably require to give full effect to this agreement.

21.7 Waiver

Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this agreement will not constitute a waiver as to that matter or any other matter either then or in the future. Any waiver of any right or obligation under this agreement will only be of any force and effect if the waiver is in writing signed by an **Authorised Person** and is expressly stated to be a waiver of a specified right or obligation under this agreement.

21.8 Severability

The inability or unenforceability of any one or more of the provisions of this agreement will not invalidate or render unenforceable the remaining provisions of this agreement. Any illegal or invalid provisions of this agreement will be severed and all other provisions will remain in full force and effect.

21.9 Survivorship

Termination or expiry of all or part of this agreement does not affect any rights that:

- (a) arose before the termination or expiry;
- (b) that otherwise relate to any breach or non-observance of this agreement which occurs before termination or expiry; or
- (c) relate to GST, compliance with *laws*, liability, indemnity, dispute resolution and confidentiality.

21.10 Special conditions

This agreement is subject to Special Conditions (if any) set out in Schedule 7. [Error! Reference source not found.](#)

21.11 Counterparts

This agreement may be executed in counterparts, and all executed counterparts constitute one document.

21.12 Authority of signatory

Each person executing this *contract* under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

22. Definitions and Interpretation

22.1 Glossary

Italicised terms (other than references to *laws*) are defined in the following order of priority:

- (a) in this clause;
- (b) in the *NERL* or the *NERR*; and
- (c) in the *NEL* or the *NER*.

Words used in the *Corporations Act 2001* (Cth) have the meaning defined in that Act. Relevant words used in clause 12 are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). If a word is defined, other grammatical forms of that word have that meaning.

abnormal operating condition means a condition that results, or is likely to result, in any part of the *distribution system* or any relevant *network* operating in a sub-optimal manner, including, without limitation, transients, planned or unplanned outages, upgrades, system maintenance and any conditions related to or arising from a *force majeure event* (such as severe weather conditions, lightning storms or bush fires).

Acceptable Credit Rating has the meaning given in Item 1 of Part A of Schedule 5.

actual monthly maximum import demand is the actual maximum half-hourly rate for electricity imported from the *distribution system* at the *connection point* in a calendar month.

AEMO means the Australian Energy Market Operator Limited ABN 072 010 327 responsible under the *NER* for the operation of the *NEM*.

Affected Party has the meaning given in clause 13.2.

Ausgrid Procedures, Standards and Requirements means the procedures, standards and requirements published from time to time by Ausgrid on its website, particulars of which can be found, as at the date of this agreement at <https://www.ausgrid.com.au/>.

authorisation means any authorisation, licence, authority, permit, registration, consent, declaration, exemption, notarisation or waiver, and any renewal or variation of any of them issued, granted or approved by a *government agency* or third party (including pursuant to any native title or cultural heritage legislation).

authorised demand means the maximum average rate at which Ausgrid permits you to take electricity from the *distribution system* at the *connection point* (where the rate is measured over a 30-minute period finishing on the hour or on the half-hour), which rate is initially set out in Item 2 of Schedule 5.

authorised export limit means the agreed maximum average rate at which you may export electricity from your *facility* into Ausgrid's *distribution system* at the *connection point* (where the rate is measured over a 30-minute period finishing on the hour or on the half-hour), which rate is initially set out in Item 2 of Schedule 5.

Authorised Person means any person authorised to communicate on behalf of a party in accordance with clause 18.

Breaching Party has the meaning given in clause 15.3.

business day means a day other than a Saturday, a Sunday or a day that is a public holiday in the place where the thing is to be done.

Charges means the *network charges*, payments for *communications services* and *fees*, as relevant.

communications service has the meaning given in clause 6.8(a).

Compliance Direction has the meaning given in clause 6.11.

Confidential information means:

- (a) any information exchanged or made available under the terms of, or during negotiations for this agreement;
- (b) any information that is defined as confidential information under the *NER*;
- (c) any information that is provided by one party to another, where the disclosing party indicates, at the time of disclosure, that the information is confidential or commercially sensitive (including any information that is confidential or commercially sensitive to another entity, such as a *representative* of the disclosing party); and
- (d) any information pertaining to a party's business which, from its nature, would reasonably be expected to be viewed by that party as confidential or commercially sensitive,

and includes any such information that is provided by one party to another before the date of this agreement.

Connected Equipment has the meaning given in clause 6.1.

connection point is defined in Item 3 Schedule 23 of Schedule 2.

Default means a *financial default*, a *non-financial default* or a *disconnection right*.

distribution system means the relevant *distribution system* (as that term is defined in the *NERL*) owned and operated by *us* to which the *facility* is, or will be, *connected*.

embedded generating unit has the meaning given to that term in the *NER*.

Emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers, or threatens to endanger, the safety or health of any person, or normal operation of the *distribution system* or any *transmission system*, or that destroys or damages, or threatens to destroy or damage, any property.

energy laws has the meaning given to that term in the *NERL*.

Existing communications systems means Ausgrid's existing communications systems used to provide information about the status of its *distribution system* to *our* communications node with Transgrid for them to transfer to *AEMO's control centre*.

facility means the *facility* stated in Schedule 5, which includes any, or any part of any, buildings, structures or electrical equipment on, in or at that *facility*.

Fee means any fee payable by you to Ausgrid under this *contract* or that Ausgrid is entitled to charge, or recover from, you under the *energy laws*;

financial default means a failure by a party to pay an amount of money owing to a party, to lodge a *security* with a party, or that party suffering an *insolvency event*.

Force Majeure Event means any event or circumstance beyond the reasonable control of a party (despite its use of *good electricity industry practice*) and includes:

- (a) act of God, peril of the sea, accident of navigation, war, sabotage, riot, insurrection, civil commotion, national emergency, martial law, fire, lightning, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, explosion, power shortage, strike or other labour difficulty (whether or not involving employees of the relevant party), epidemic, quarantine, radiation or radioactive contamination;
- (b) action or inaction of government or other competent authority (including a court of competent jurisdiction), including expropriation, restraint, prohibition, intervention, requisition, requirement, direction or embargo by legislation, regulation, decree or other legally enforceable order; or
- (c) breakdown of facilities, machinery or equipment or shortages of labour, transportation, fuel, power or material.

Generator Performance Standard means, in respect of any *embedded generating unit* that is (directly or indirectly) *connected* to the *distribution system* at the *connection point*:

- (a) if a *performance standard* has been registered for that *embedded generating unit* with *AEMO* in accordance with rule 4.14 of the *NER* - the *registered performance standard* current at the relevant time; and
- (b) if a *performance standard* is yet to be registered for that *embedded generating unit* with *AEMO* in accordance with rule 4.14 of the *NER*, then the relevant standards agreed upon by you, Ausgrid, the owner/operator of the *embedded generating unit*, any other relevant *network service provider(s)* and *AEMO* (to the extent applicable) at the relevant time.

Good electricity industry practice means:

- (c) for you, the exercise of that degree of skill, diligence, prudence and foresight that could reasonably be expected from a significant proportion of operators of facilities similar to the *facility*, taking into account the size, duty, age, location and technological status of the *facility* and any other relevant factors; and
- (d) for Ausgrid, the exercise of that degree of skill, diligence, prudence and foresight that could reasonably be expected from a significant proportion of operators of facilities similar to the *distribution system*, taking into account the size, duty, age, location and technological status of the *distribution system* and any other relevant factors.

IPART means the Independent Pricing and Regulatory Tribunal of New South Wales, established under the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW).

Law means any legally binding law, legislation, statute, act, rule, order or regulation that is enacted, issued or promulgated by the State of New South Wales, the Commonwealth of Australia or any relevant local authority.

Metering Data Agent means a person who collects and processes *metering data* and delivers it to AEMO (if applicable), Ausgrid and the relevant *financially responsible market participant* and provides various related services.

NEL means the National Electricity (NSW) Law.

NER means the National Electricity Rules under the *NEL*.

NERL means the National Energy Retail Law (NSW), as defined in the *National Energy Retail Law (NSW) Act 2014* (NSW).

NERR means the National Energy Retail Rules under the *NERL*.

Network capacity means the actual *power transfer capability* of Ausgrid's *distribution system* to either deliver electricity to, or receive electricity from, the *facility* at the *connection point* from time to time, as determined either by Ausgrid (or, failing such determination, *AEMO*).

Network charges means the charges that Ausgrid is entitled to charge for the *services* provided under this *contract*.

Network User has meaning given to the term 'network user' in the *NER*.

Notifiable Change has the meaning given in clause 5.8(a).

Operating Protocol Agreement means an agreement developed and agreed under clause 6.5.

Remote monitoring equipment has the meaning given to that term in the *NER*.

Representative means the agents, contractors, sub-contractors, designers, employees, officers and other representatives of a party.

Retailer means a person that is authorised to sell energy to customers.

Run Back Emergency Control System means a system for monitoring and managing the export of the *facility* so that if exceeds its available capacity for any reason, the output of the can be automatically, *facility* independently and incrementally run back so as not to exceed that level.

services means the services set out in clause 5.

Stranded assets means any assets owned by Ausgrid:

- (a) that were dedicated to providing the *services* to you prior to the expiry or earlier termination of this *contract*, and that that will not be *used* to provide *services* to you after such expiry or termination; and
- (b) which Ausgrid does not want or need retained *in situ* after such expiry or termination.

Taxes means all taxes, charges, duties and similar imposed by a government or statutory body relating to the supply and use of goods and services or otherwise arising out of this Agreement including sales tax, GST, fringe benefits tax, undistributed profits tax, withholding tax, financial institutions duty, stamp duties and any interest or penalty imposed in connection with any of the preceding items but does not include any tax payable on the income or capital gains of a party.

Technical requirements means the obligations set out in:

- (a) Schedules 5.1, 5.2 and 5.3 of the *NER* (as relevant to the extent that you operate a *network*, import electricity or export electricity, respectively);
- (b) Schedules 2, 4, 5, 6 and 7 of this agreement; and
- (c) any *Generator Performance Standard*,

as revised pursuant to clause 19.3(b).

Wiring Rules means the Australian/New Zealand Standard for Wiring Rules (AS/NZS 3000:2007).

22.2 Rules for interpreting this agreement

Unless the context otherwise requires, the following interpretation rules apply to this agreement:

- (a) headings are for convenience and do not affect interpretation;
- (b) a reference to:
 - (i) any *law* is to that legislation (including subordinate legislation) as amended or replaced;
 - (ii) an *Australian Standard* refers to:
 - (A) where the matter concerns design and construction parameters and the like, the *Australian Standard* that was current at the relevant date of such design and construction; and
 - (B) where the matter concerns an ongoing operational requirement, the *Australian Standard* that is current at the relevant time of such operation;
 - (iii) a clause, schedule or appendix is a reference to that part of this *contract*;
 - (iv) a document or agreement is to that document or agreement as amended, supplemented, replaced or novated, and includes references to any clause, schedule or appendix within that document or agreement;
 - (v) a party includes a permitted substitute or assignee of that party;
 - (vi) a person includes any type of entity or body of persons including any executor, administrator or successor in law of the person;
 - (vii) anything (including a right, obligation or concept) includes each part of it; and
 - (viii) a day is to a calendar day and a month is to a calendar month;
- (c) a singular word includes the plural, and vice versa;
- (d) examples are not exclusive;
- (e) a reference to 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency; and
- (f) if a day on or by which a party must do something under this *contract* is not a *business day*, the person must do it on or by the next *business day*.

22.3 Multiple parties

If a party to this agreement comprises more than one person, or a term refers to more than one person, obligations are joint and several, rights are held severally and all other references are to each person separately.

Schedule 1 – Contract details

1. Estimated network charges and any fees

[Specific charges and fees are to be inserted to the extent they are known]

Ausgrid's charges and fees are regulated by the AER and determined on an annual basis. Full details of how *network charges* are calculated is available on Ausgrid's website at <https://www.ausgrid.com.au/>.

You should note that any changes in regulatory arrangements, and/or in *our* charging methodology, may result in changes to *network* tariff rates and structures. These changes will be advised to *our* customers as required under the regulatory requirements applicable at that time.

Please note that if *you* are entitled to access, and are in fact accessing, *notified prices*, then the *energy laws*, as at the date of this *contract*, provide that the payment of the *notified prices* to *your* retailer satisfies *your* obligation to pay *network charges*.

2. Assets owned and operated by Ausgrid for the connection

[insert details of assets owned and by Ausgrid. For context refer to clause 11.2]

3. Address details

Ausgrid – address details

Address:

Fax:

Email:

Attention

Ausgrid – 24 hour contact details

Name: [insert]

Phone: [insert]

Email: [insert]

Outage Coordinators: [insert]

You – address details

Name: [insert]

Fax: [insert]

Email: [insert]

Attention: [insert]

You – 24 hour contact details

Name: [insert]

Phone: [insert]

Mobile:

Email: [insert]

Fax:

[insert]

Schedule 2 – Generator Details

1. Owner of facilities

The owner (or proposed owner) of the facilities as at the date of this agreement is:

Owner of the Generating Facilities	Full name, ABN and address	
	Full name, ABN and address <i>(if more than one owner)</i>	

2. Other Parties Associated with the Generating Facilities

The other party or parties associated (or proposed to be associated) with the facilities as at the date of this agreement (if any), are as follows. Ausgrid requires those persons to be parties to this Agreement if indicated below.

Other persons associated with the facilities who are parties to this agreement	Relation to facilities <i>(eg operator or proposed operator)</i>	Full name, ABN and address	Party to this agreement (YES/NO)
	Relation to facilities <i>(eg person registered or proposed to be registered with AEMO)</i>	Full name, ABN and address	Party to this agreement (YES/NO)

3. Generator and Connection Point

[insert a high level description of the generator plant – e.g. technology plant, number of units and total installed capacity]. Generator details are set out in Schedule 5 and Schedule 6 of this agreement.

[insert details of the connection point(s) including copy of/reference to a single line diagram that clearly identifies the connection point(s)]

Schedule 3 - Payment for communications services

We will bill the following charges on a monthly basis (with such charges to increase over the term of this *contract* as specified below) for provision of the *communications service*:

Communications Link	Annual Charge to be billed monthly based on a \$ per day basis
Provision of data to <i>TransGrid</i> via <i>Ausgrid's communication network</i> .	<p>[\$insert] per day (GST exclusive), commencing on the <i>time of connection</i>.</p> <p>This amount will increase annually (on the anniversary of the relevant <i>time of connection</i>) by the percentage increase in CPI during that year, calculated by comparing the quarterly CPI figure published in the March quarter before the current anniversary and the CPI figure for the same quarter one year earlier.</p>
Operation and maintenance of the SCADA service through the <i>Ausgrid's</i> system.	<p>[\$insert] per data point per day (GST exclusive), commencing on the <i>time of connection</i>.</p> <p>This amount will increase annually (on the anniversary of the relevant start date) by the percentage increase in CPI during that year, calculated by comparing the quarterly CPI figure published in the March quarter before the current anniversary and the CPI figure for the same quarter one year earlier.</p>

We are not responsible for the provision of data past our communications node with *Ausgrid*. We will invoice the establishment fee referenced below once the number of data points are finalised, and the annual charge referenced below will be billed monthly.

Communications Link	Estimated Charges
Provision of data from <i>TransGrid</i> to <i>AEMO</i> .	Establishment - \$[insert] per data point (GST exclusive)
	Annual Charge - \$[insert] per data point (\$[insert] per data point per day) (GST exclusive)

Please note: a component of the *communications services* will be delivered using *TransGrid*, and *TransGrid's* charges will be passed through to *you*. Above is an estimate of the applicable *TransGrid* amounts as at the date of this *contract*.

Schedule 4 – Operating Protocol Agreement

1. General

In addition to the rights a party may have under the terms of a lease or easement a party (**owning party**) must provide access to the other party (**accessing party**), for any of the purposes set out in clause 8, at all times during the normal business hours of the owning party on not less than 24 hours prior notice.

2. Access to the installation(s)

Terms of access to each party's site are set out in clause 9 of the Agreement.

3. Site Procedures

The accessing party must comply with all reasonable site procedures communicated to the accessing party by the owning party.

4. Occupational Health and Safety

The accessing party must ensure that it complies with all occupational health and safety laws, and any reasonable directions issued by the owning party from time to time concerning occupational health and safety issues.

The accessing party must immediately notify the owning party if an accident involving its personnel occurs on the owning party's premises or in relation to any of the owning party's equipment.

5. Environment

The accessing party must ensure that it complies with all environmental laws, and any reasonable directions issued by the owning party from time to time concerning environmental issues.

A party and its personnel, when exercising a right of access, must take all reasonable precautions to prevent pollution, damage or injury to air, soil, water, animal or plant life and property.

Each party must immediately notify the other party of the existence of any environmental hazard or the occurrence of any environmental incident which has or may potentially impact upon the other party.

6. No Proprietary Rights

The rights granted to the accessing party under this agreement are contractual only and will not create or vest in the accessing party any estate, interest or right of a proprietary nature in the property of the owning party.

Any equipment belonging to the accessing party which is situated on the owning party's premises will remain the property of the accessing party.

7. Additional Provisions for Operating Protocol Agreement

In addition to the requirements set out in clause 6.5 of the agreement and this Schedule 4, the following protocol is agreed between the parties for the safe and timely reduction of exports or imports in times of capacity constraints, for the isolation of and access to each party's equipment and for the routine testing of protection equipment:

[Insert name of STANDARD and where it is available]

OR

[Insert site specific agreement].

8. Maintenance coordination protocols

Protocols for maintenance coordination are set out in clause 6.7 of the agreement.

9. Compliance monitoring

In accordance with clause 4.15(b) and (c) of the NER, the *Generator* must implement a program (in accordance with good electricity industry practice) to monitor performance of the Generating Facilities and provide reasonable assurance of ongoing compliance with the relevant performance standards and the applicable technical requirements of this Agreement and the Rules. In accordance with clause 5.7.3 of the Rules, the *Generator* must, in accordance with the time frames specified in clause 4.15 of the Rules, provide evidence to Ausgrid that its Generating Facilities so comply.

10. Routine testing of protection equipment

In accordance with clause 5.7.4 of the NER, the *Generator* must conduct tests of the operation of equipment forming part of a *protection system* relating to a Connection Point(s) at agreed intervals as set out in the Operating Protocol Agreement.

11. Records

For the purposes of clause 6.12 of the agreement, records must be maintained of the results of all testing and monitoring carried out by the parties responsible for such testing and monitoring.

12. Comply even if not Registered Participant

You must comply with the NER whether or not the *You* are a *Registered Participant*.

Schedule 5 – Generator Performance

1. Technical Parameters

Generating Facilities	Name			
	Description			
	Location			
	Rules registration	Yes/No <i>(specify "YES" if registered* or "YES - INTENDED" if intended to be registered)</i>	Scheduled/non-scheduled	Market/non-market
Generating units	Nameplate rating of each unit and number of units			
	Fuel type for each unit			
Associated equipment	<i>(brief description – eg if a major connection line)</i>			

* Whether as a *Generator, Intermediary or Intending Participant.*

Each party must keep a copy of the *Generator Performance Standard* and any ancillary documents (such as the *Generating System Design Data Sheet* and *Generating System Setting Data Sheet*) with this *contract*.

The following tables include the information AEMO requires to assess compliance with Chapter 5 of the Rules for *Generators* applying for registration. Ausgrid Network may require additional or less information on generator performance standards on a case by case basis, regardless of whether or not the *Generator* is or will be registered.

2. Power Transfer Capability

The *authorised export limit* into Ausgrid's *distribution system* and *authorised demand* from Ausgrid's *distribution system* at each *connection point* is as follows:

Connection Point (detailed description)	Agreed authorised export limit into Ausgrid's Distribution System				Authorised demand from Ausgrid's Distribution System			
	System normal		Worst single element outage		System normal		Worst single element outage	
	MW	Power factor	MW	Power factor	MW	Power factor	MW	Power factor
(Refer also to diagram in Part E of Schedule 1)								

Note: The *connection point(s)* is/are where the facilities electrically connect to Ausgrid's *distribution system*.

In the above table and this clause:

- “System normal” means all network elements of Ausgrid's distribution system servicing the connection point(s) being in normal service; and

- “Worst single element outage” means the most critical single network element outage of Ausgrid's distribution system affecting the connection point(s).

The equipment servicing the Connection Point(s) is designed or intended to be designed such that during the worst single element outage, but with all other relevant network elements in service and in the absence of constraint, system instability or other issues adversely affecting the power system, Ausgrid's distribution system is capable of a Power Transfer Capability at the Connection Point(s) as described in the above table for “worst single element outage”.

The actual power transfer capability from time to time will depend on the *distribution system*.

3. Reactive Power Capability

The Generator must make available to Ausgrid a *reactive power* capability which is no less than as follows:

[insert details]

4. Generator Performance Standards

[attach agreed Generator Performance Standards here]

5. Generator Technical Requirements

[attach agreed Generator Performance Standards here]

Schedule 6 – Generating facilities and connection point details

Part A: Protection, Controls, Alarm Settings and Load Characteristics

The Generator must provide data relating to protection, controls, alarm settings and load characteristics. The following table is provided as a guide to the Generator of the type of information required. This table is a guide only and all relevant data must be provided.

Data Requirement	Data Description	Units
Site Configuration	Operation diagrams showing the electrical circuits of the existing and proposed main facilities including busbar arrangements, protection and metering	Single line diagrams (suitable for inspection purposes)
Protection Details	A control and protection schematic diagram	Schematic diagram
	Details of protection used	Text, diagram
	Instrument transformers details	Text
	Protection data and settings	Text, diagram
Control details	Control arrangements and settings	Text, diagram
Alarm settings	Alarm arrangements and settings	Text, diagram
Load and Generator Profile at Connection Point	Profile of both <ul style="list-style-type: none"> the total output of the Generator (s) net load requirements of the plant. <i>Explanatory note: In order to determine any avoided network Use of System payments, Ausgrid requires the profile at the connection point to the Ausgrid Network. This should include the expected generator duty cycle.</i>	Text, diagram
Communication and Control Protocols		

Part B: Access standards

The Generator must provide data relating to Access standards. The following table is provided as a guide to the Generator of the type of information required. This table is a guide only and all relevant data must be provided.

Data Areas	Symbol	Data Description	Units	Required or N/A?
S5.5.3 Network and plant technical data of equipment at or near connection point				
Voltage Rating		Nominal <i>voltage</i>	KV	
Rated Currents		Circuit maximum current	KA	
		Ambient conditions under which above current applies	Text	
Earthing		<i>System</i> Earthing Method	Text	

Network Configuration		Operation Diagrams showing the electrical circuits of the existing and proposed main facilities including busbar arrangements, phasing arrangements, earthing arrangements, switching facilities and operating <i>voltages</i> .	Single line diagrams
Network Impedance		For each item of plant: details of the positive, negative and zero sequence series and shunt impedances, including mutual coupling between physically adjacent elements.	% on 100 MVA base
Short Circuit Infeed to the Network		Maximum Generator 3-phase short circuit infeed including infeeds from <i>generating units connected to the Registered Participant's system</i> , calculated by method of AS 3851 (1991).	kA symmetrical
Voltage impulse levels and Insulation Coordination levels		Refer to S5.2.3(b) (3) and (4)	

S5.5.4 Network Plant and Apparatus Setting Data

Protection Data for Protection relevant to Connection Point:		Reach of all protections on <i>transmission lines</i> , or cables	ohms or % on 100 MVA base
		Number of protections on each item	Text
		Total fault clearing times for near and remote faults	ms
		Line reclosure sequence details	Text
For each shunt reactor or capacitor bank		Method of switching	Text

PART C: Power Quality Requirements

The Generator must meet the power quality requirements at the connection point that are set out in this part. These are additional to any requirements set out in Schedule 5.

1. Operational contribution to harmonics and *voltage notching*

You must ensure that anything that is (directly or indirectly) *connected* to our *distribution system* at the *connection point* does not contribute harmonic voltage distortion at the *connection point* greater than the following emission limits (which are calculated in accordance with AS/NZS 61000.3.6.2001 and guidelines published by Standards Australia).

Harmonic Number	Emission Limited at Connection Point (amps)	Harmonic Number	Emission Limit at Connection Point (amps)
2	[insert]	22	[insert]
3	[insert]	23	[insert]
4	[insert]	24	[insert]

Harmonic Number	Emission Limited at Connection Point (amps)	Harmonic Number	Emission Limit at Connection Point (amps)
5	[insert]	25	[insert]
6	[insert]	26	[insert]
7	[insert]	27	[insert]
8	[insert]	28	[insert]
9	[insert]	29	[insert]
10	[insert]	30	[insert]
11	[insert]	31	[insert]
12	[insert]	32	[insert]
13	[insert]	33	[insert]
14	[insert]	34	[insert]
15	[insert]	35	[insert]
16	[insert]	36	[insert]
17	[insert]	37	[insert]
18	[insert]	38	[insert]
19	[insert]	39	[insert]
20	[insert]	40	[insert]
21	[insert]	THD_I (see note 3)	[insert]%

Notes:

- the above emission limits are based on a Stage 2B allocation from AS61000.3.6;
- the point of common coupling (being broadly equivalent to the *network* coupling point) was determined to be at [insert location];
- In determining the total harmonic current distortion (THD_I) relative to the fundamental frequency current component, the following equation was used:

$$THD_I = \frac{\sqrt{\sum_{h=2}^{40} I_h^2}}{I_1}$$

where I_1 is the fundamental frequency current component.

Schedule 7 – Special Conditions

The Special Conditions (if any) which apply to this agreement are set out below. In the event of any inconsistency between the Special Conditions and any other provision of this agreement, the Special Conditions prevail.

Signing page

EXECUTED as an agreement. Each person who executes this *contract* as either attorney or agent for a party warrants that he or she has authority to do so, and will produce written evidence of that authority to any party who requests it.

EXECUTED by **Ausgrid** by its attorney under power of attorney dated ##### who as at the date of this document, has no notice of revocation of Power of Attorney in the presence of:

By the attorney:

Signature of witness

Signature of attorney

Name of witness (print)

Name of attorney (print)

Address of witness (print)

Occupation of witness (print)

Executed by **[name of Counterparty]** in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)