



Generator Connection Agreement

BETWEEN

Jemena Electricity Networks (Vic) Ltd
(ABN 82 064 651 083)
("JEN")

-and-

Customer Name
(ABN **00 000 000 000**)
(**Generator location or name**)
("Generator")

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Jemena Electricity Networks (Vic) Ltd

ABN 82 064 651 083

Generator Connection Agreement

INTRODUCTION

This agreement is made between Jemena Electricity Networks (Vic) Ltd ABN 82 064 651 083 (“**JEN**”) and the person identified as the **Generator** in item 1 of schedule 2 (“**Generator**”).

JEN owns and operates the **distribution system** and is a **Distribution Network Service Provider**.

The **Generator** is, or intends to be, an **embedded generator** and has requested **JEN** to **connect** the **generating plant** to the **distribution system** and to provide the **Distribution Services**.

JEN has offered to **connect** the **generating plant** to the **distribution system** and provide the **Distribution Services**, on the terms and conditions set out in this agreement.

This agreement is a “connection agreement” for the purposes of Chapter 5 of the **National Electricity Rules**.

TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 Defined terms

The meaning of words which appear in **bold and italics** in this agreement are contained in Schedule 1 – Definitions.

1.2 Interpretation

The following rules of interpretation apply in this agreement unless otherwise stated.

- (a) **(Law)** A reference to an act, regulation, code, licence or other legal instrument is a reference to that act, regulation, code, licence or other legal instrument as it may be amended, re-enacted, consolidated or replaced from time to time.
- (b) **(Singular and plural)** References to the singular include the plural and vice-versa.
- (c) **(Forms)** Other grammatical forms of a word defined in this agreement have a corresponding meaning.
- (d) **(Including)** Examples after the words ‘including’, ‘includes’ or ‘for example’ are descriptive only and are not exhaustive.
- (e) **(Clauses and schedules)** A reference to a ‘clause’ or ‘schedule’ is to a clause of, or a schedule to, this agreement.
- (f) **(Headings and Formatting)** Headings and the formatting of a word (including defined terms which appear in bold and italics) are for convenience only and do not affect the interpretation of this agreement.
- (g) **(General)** A reference to:
 - (i) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;

- (ii) information is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets;
- (iii) a document or agreement (including this agreement), or a provision of a document or agreement, is to that document, agreement or provision as amended, varied, supplemented, replaced or novated;
- (iv) a party to this agreement or to any other document or agreement includes a permitted substitute or a permitted assign of that party; and
- (v) anything (including a right, obligation or concept) includes each part of it.

2. Term and provision of Security

2.1 Commencement date

This agreement takes effect on the date on which all parties have signed and dated this agreement.

2.2 End date

This agreement will end (subject to clause 16.4) on the date on which the **generating plant** is disconnected from the **distribution system** following the earlier of:

- (a) the expiry date; or
- (b) the date this agreement is terminated by either party in accordance with clause 16.

2.3 Security

- (a) If required under item 15 of schedule 2, the **Generator** must provide to **JEN**, within 10 **business days** of the **commencement date**, **Security** in the amount set out in item 15 of schedule 2, in order to secure, on demand and without reference to the **Generator**, the performance of the **Generator's** obligations under this agreement.
- (b) The **Generator** must ensure that the **Security** is maintained continuously in full force and effect until the later of:
 - (i) the date on which this agreement is terminated or expires in accordance with its terms; or
 - (ii) where there are any **Disputes**, the date on which the last of the **Disputes** is determined to the reasonable satisfaction of **JEN**.
- (c) Where item 15 of schedule 2 did not require the **Generator** to provide any **Security**, **JEN** may nevertheless ask the **Generator** to provide **Security** for at any time during the term of this agreement if, in **JEN's** reasonable view, there is a material change in the financial strength of the **Generator**. The value of the **Security** provided pursuant to this clause 2.3(a) will be determined by **JEN** acting reasonably. The **Generator** must comply with such request under this clause 2.3(c) within 10 **business days** of the request by **JEN**.
- (d) Without limiting the unconditional nature of the **Security**, **JEN** may, at any time, demand, receive and use the proceeds of the **Security** at any time **JEN** asserts a right to the payment of money by the **Generator** under, arising out of or in connection with, this agreement or otherwise at law.
- (e) If **JEN** draws on the **Security** at any time, the **Generator** must immediately provide **JEN** with further **Security** to ensure that the total amount secured by the **Security**

held by **JEN** is at least equal to:

- (i) if the **Security** was provided pursuant to clause 2.3(a), the amount set out in item 15 of schedule 2; or
 - (ii) if the **Security** was provided pursuant to clause 2.3(c), the amount determined by **JEN** pursuant to clause 2.3(c).
- (f) **JEN** will return the **Security** within 20 **business days** from the later of:
- (i) the date on which this agreement is terminated or expires in accordance with its terms; or
 - (ii) where there are any **Disputes**, the date on which the last of the **Disputes** is determined to the reasonable satisfaction of **JEN**.

3. Compliance

3.1 JEN Obligations

- (a) Subject to clause 3.2 and 6, JEN will comply with the relevant provisions under the **Electricity Laws** when performing its obligations under this agreement.

3.2 Generator Obligations

- (a) The Generator must comply with all obligations imposed on it by the **Electricity Laws** and any direction given in accordance with the **Electricity Laws** in relation to the connection and operation of the **generating plant** and the export of electricity from the **generating plant**.
- :
- (b) Without limiting clause 3.2(a), the **Generator** must comply with the obligations imposed on “embedded generators” under the **Distribution Code**.

4. Connection of Generating Plant

4.1 Conditions for connection

Subject to clause 7.3(a) and unless any of the conditions below are expressly waived in writing by **JEN**, **JEN** is not required to, and will not, **connect** the **generating plant** (or any part of it) to the **distribution system** until the following have taken place:

- (a) the Generator has paid the connection services charge to JEN;
- (b) the **Generator** has provided the **Security** (if applicable);
- (c) the **Generator** is the holder of a generation licence issued by the **Regulator** under the **EI Act** in respect of the **generating plant** and the **Generator** is registered as a “Generator” under the **National Electricity Rules** or is otherwise exempt from the requirements to hold such a licence or such registration;
- (d) the **Generator** has entered into a contract for the sale of electricity delivered into the **distribution system** by the **generating plant** at the **connection point**;
- (e) JEN being satisfied that appropriate metering arrangements are in place in accordance with clause 12 and schedule 8;
- (f) the **generating plant** has been designed, installed, constructed, tested and commissioned in accordance with clause 7 and schedule 3;
- (g) the **generating plant** complies with all applicable technical, safety and

performance requirements under clause 8 (including under the **Electricity Law**) and schedule 3;

- (h) a “Certificate of Electrical Safety” has been issued in respect of the **generating plant** or the **Generator** is exempt otherwise exempt from the requirement to obtain such a certificate by Energy Safe Victoria;
- (i) the **Generator** has obtained the required insurances in accordance with clause 18.4 of this agreement; and
- (j) all easements, leases and licences required by **JEN** to perform its obligations under this agreement have been granted or vested in **JEN**.

4.2 Services provided by JEN

- (a) **JEN** will perform the services set out in schedule 6 in order to assist the **Generator** to satisfy the requirements in clause 4.1 above.
- (b) The cost of the services provided by **JEN** pursuant to clause 4.2(a) is covered through the **connection services charge**.

4.3 Provision of information

- (a) **JEN** may request the **Generator** to provide any documents or information that it reasonably requires to satisfy itself that the requirements of clause 4.1 have been met.
- (b) As soon as reasonably practicable after **JEN** is satisfied (acting reasonably) that the requirements of clause 4.1 have been met, **JEN** must give notice to the **Generator** of such fact and the parties will agree the date by which the **generating plant** will be **connected** to the **distribution system**.
- (c) **JEN** will **connect** the **generating plant** to the **distribution system** on or before the date agreed between the parties pursuant to clause 4.3(b).

4.4 Connection

Following the **connection** of the **generating plant** to the **distribution system** in accordance with clause 4.3(c), **JEN** will allow the **generating plant** to remain connected at the **connection point** for the term of this agreement, on the terms set out in this agreement.

5. Electricity Transfer Capability

5.1 Electricity Transfer Capability

Subject to clauses 6 and 7.3(a), on and from the **connection date**, **JEN** will:

- (a) operate and maintain the distribution system and provide **Electricity Transfer Capability** at the **connection points** so as to enable the **Generator** to:
 - (i) take electricity from the **distribution system** up to but not exceeding the **maximum import capacity**; and
 - (ii) deliver electricity into the **distribution system** up to but not exceeding the **maximum export capacity**.

5.2 Use of System Services

JEN must provide the **Generator** with those **use of system services** which are necessary to enable **JEN** to provide the **Generator** with the **Electricity Transfer Capability** specified in clause 5.1.

5.3 Operations by the Generator

- (a) The **Generator** will:
 - (i) operate the **generating plant** so that:
 - (A) electricity delivered from the **generating plant** into the **distribution system** does not exceed the **maximum export capacity**; and
 - (B) electricity taken from the **distribution system** does not exceed the **maximum import capacity**; and
 - (ii) immediately notify **JEN** if the **Generator** becomes aware of any material and probable threat of a breach of clauses 5.3(a)(i)(A) or 5.3(a)(i)(B), and take immediate steps to avoid that threat or remedy that breach.
- (b) **JEN** may take such steps as it reasonably considers necessary to limit or interrupt the delivery of electricity:
 - (i) from the **generating plant** to the **distribution system**; or
 - (ii) the **generating plant** from the **distribution system**, if **JEN** reasonably believes that such steps are necessary so as to avoid an **emergency** or a breach of clauses 5.3(a)(i)(A) or 5.3(a)(i)(B).

5.4 Services not covered by this agreement

The parties acknowledge and agree that this agreement does not apply in respect of any sale of electricity to, or purchase of electricity from, the **Generator**.

6. JEN's right to interrupt

6.1 Interruption

- (a) The **Generator** acknowledges and agrees that **JEN** cannot guarantee an uninterrupted or unconstrained **Electricity Transfer Capability**, and that the **Electricity Transfer Capability** may be interrupted or constrained by **JEN** for the following reasons:
 - (i) planned maintenance, repair or **augmentation** of the **distribution system**;
 - (ii) unplanned maintenance or repair of the **distribution system** in circumstances where, in the opinion of **JEN**, the **generating plant** poses an immediate threat of injury or material damage to any person, property or the **distribution system**;
 - (iii) where otherwise permitted or required under the **Electricity Laws** or in accordance with any valid direction of an authority in accordance with **Electricity Laws**
 - (iv) where the Generator has not obtained or has failed to maintain all necessary authorisation or is otherwise in breach of this agreement or any **Electricity Law** and has not remedied that failure or breach within 7 days after receiving a notice from **JEN** to remedy that failure or breach; or
 - (v) in the case of an **emergency**.
- (b) In the case of any unplanned **interruption** or an **emergency**, **JEN** will comply with section 5.4 of the **Distribution Code**.

- (c) In the case of any planned **interruption**, **JEN** will comply with section 5.5 of the **Distribution Code**.

6.2 Right to Alter the Distribution System

Notwithstanding any other provision of this clause 4, nothing in this agreement expressly or impliedly prohibits **JEN** from altering the **distribution system** at any time, including without limitation, disconnecting any line or any part of the **distribution system**.

7. Testing and Commissioning

7.1 Generator's responsibilities

- (a) The **Generator** is responsible, at its sole cost, for the design, installation, construction, testing and commissioning of the **generating plant** (including obtaining and maintaining all necessary permits, approvals and consents relating to the design, installation, construction, testing and commissioning of the **generating plant**) and for ensuring that the **generating plant** meets the requirements of this agreement and the **Electricity Laws**.
- (b) No input, advice, comments, directions or inspection from **JEN** with respect to the **generating plant** will relieve the **Generator** from any of the **Generator's** responsibilities under this agreement or under any **Electricity Law**.

7.2 Testing and Commissioning

- (a) The **Generator** must test and commission the **generating plant** in accordance with schedule 3 and the requirements of the Australian Standards Wiring Rules AS3000 and all other relevant Australian Standards as deemed necessary.
- (b) All tests and commissioning must be performed by a competent testing organisation approved or licenced to carry out such tests under the **Electricity Law**.
- (c) The **Generator** must forward to **JEN** a copy of all commissioning test reports approved by the testing organisation referred to in clause 7.2(b) above.

7.3 JEN's Responsibility

- (a) Subject to meeting the requirements set out in schedule 3 or such other requirement that **JEN** may notify the **Generator** of from time to time, prior to the **connection date**, **JEN** will:
- (i) connect the **generating plant**, and the **Generator** is entitled to be **connected**, to the **distribution system**; and
- (ii) provide use of system services,
- for the sole purpose enabling the **Generator** to commission and test the **generating plant** in accordance with this agreement.
- (b) **JEN** will assess the test reports to satisfy itself that the generating plant complies with the requirements of this Agreement (including the **Distribution Code**).

8. Technical, Safety and Performance Requirements

8.1 General

- (a) During the time that the **generating plant** is **connected** to the **distribution system**, the **Generator** must ensure that the **generating plant** complies with, and is installed, operated and maintained in accordance with:

- (i) the “JEN Embedded Generator Connection Standards”, as amended from time to time;
 - (ii) the **Electricity Laws**;
 - (iii) all applicable Australian Standards
 - (iv) clauses 8.2 to 8.5 (inclusive);
 - (v) schedule 3 (which will include the applicable performance standards); and
 - (vi) any other technical and safety requirements reasonably required by JEN (including the Service and Installation Rules to the extent they apply to the **generating plant**).
- (b) The **Generator** acknowledges that the technical and safety requirements for the **generating plant** may be varied from time to time as a result of changes to the **Electricity Law**, the **distribution system** or technological changes in the industry. Compliance with any reasonable variation required by **JEN** to the technical and safety requirements of the **generating plant** in order to address changes in such technical and safety requirements will be at the **Generator’s** cost and will be the sole responsibility of the **Generator**.

8.2 Connection point

- (a) The **connection point** of the **generating plant** to the **distribution system** will be as described in item 9 of schedule 2 and must be at the **connection point voltage**.
- (b) The **Generator** must provide an incoming circuit breaker within the **generating plant** as near as practical to the **connection point**.

8.3 Protection and control

- (a) The **Generator** must utilise electrical protection and controls to ensure the safety and integrity of the **distribution system** is not in any way compromised by the **connection** of the **generating plant** to the **distribution system** or the operation of the **generating plant**.
- (b) The **Generator** must employ electrical protection systems (which, as a minimum, must comply with the specifications in schedule 3) as a means of disconnecting the **generating plant** rapidly and automatically, in the event of:
- (i) a fault on the generating plant or
 - (ii) a short circuit **fault** on the **distribution system** or
 - (iii) a **distribution system** abnormality resulting in voltage or frequency outside normal operating limits at the **connection point**; or
 - (iv) an interruption on the **distribution system**.
- (c) The **Generator** must incorporate redundant schemes into the protection system to ensure that:
- (i) **faults** are detected; and
 - (ii) the **generating plant** is disconnected from the **distribution system** in the event that a single element of the protection system has failed.
- (d) The **Generator** must ensure that the **generating plant** can be disconnected from the **distribution system** by opening a circuit breaker (or multiple circuit breakers) to provide a physical electrical break between the **generating plant** and the **distribution system** and must ensure that:

- (i) the circuit breaker can either be a generator circuit breaker or the main service protection circuit breaker; and
- (ii) three phase generators must isolate all three phases regardless of **fault** type.
- (e) The **Generator** must not use automatic reclose for any **fault** types.
- (f) The **Generator** must ensure the **generating plant** protection coordinates with the **distribution system** protection system to ensure adequate grading between the respective protection systems at all times unless exceptions are listed in schedule 3.
- (g) The **Generator** is responsible for the design, installation, setting, testing and commissioning of all **generating plant** protection equipment. The **Generator** must identify all plausible **fault** scenarios and document, design, and implement, protection and control schemes that will disconnect the **generating plant** from the **distribution system** for each of these **fault** scenarios.
- (h) The **Generator** must ensure that the **generating plant** protection system complies with the version of the “JEN Embedded Generator Connection Standards” that were current at the execution date of this agreement and provided by **JEN**.
- (i) The **Generator** shall ensure the **generating plant** protection schemes:
 - (i) detect various **faults** as prescribed in the “JEN Embedded Generator Connection Standards” and when these **faults** are detected act to disconnect the **generating plant** from the **distribution system**; and
 - (ii) will use standard protection schemes such as inverse time over-current, under and over frequency, under and over voltage and loss of mains (such as “Vector Shift” or “Rate of Change of Frequency”) unless alternatives methods can be demonstrated to detect the **fault** conditions and disconnect the **generating plant** from the **distribution system**.
- (j) The **Generator** must ensure that the protection systems do not reconnect the **generating plant** to the **distribution system** until the distribution supply is fully restored.
- (k) The **Generator** will be responsible for costs associated in any modification of the **distribution system** protection that may be required to accommodate the **Generator**.

8.4 Maintenance, repair and other modifications

- (a) The **Generator** must have an inspection and maintenance policy that ensures the **generating plant** is maintained in good working condition, is safe to use, and will continue to satisfy the “JEN Embedded Generator Connection Standards” as notified in writing to the **Generator** from time to time and this agreement into the future. **JEN** may request a copy of the **Generator**'s inspection and maintenance policy from time to time, in which case the **Generator** must immediately provide **JEN** with a copy of such policy.
- (b) The **Generator** must keep records for all past inspections, testing and maintenance work and must, upon request by **JEN** provide copies to **JEN** to demonstrate that the **Generator** is appropriately maintained.
- (c) The **Generator** may replace any part in the **generating plant** with:
 - (i) an identical replacement part without notifying **JEN**; and

- (ii) non identical but equivalent replacement parts if a direct replacement is not available, but if the replacement parts have different specifications then **JEN** must be notified in writing and the **Generator** must receive written approval from **JEN** to use the alternative parts.
- (d) The **Generator** must not change the protection and control settings that could in any way impact the detection of **faults** or abnormal network conditions and the time taken for the **Generator** to disconnect from the **distribution system** without obtaining the prior approval of **JEN** in writing.
- (e) The parties must comply with clause 5.7 of the **National Electricity Rules** in respect of inspection and testing of all equipment, works, facilities and plant owned or operated by a party (which, in the case of the **Generator**, includes the **generating plant**).

8.5 Operations

- (a) The **Generator** must use reasonable endeavours to ensure that the operation of the **generating plant** does not compromise the safe operation of the **distribution system** under normal or abnormal conditions and does not interfere with the continuity or quality of the electricity supply provided by the **distribution system** in accordance with the **Electricity Law**.
- (b) The **Generator's** operating personnel shall be appropriately trained and authorised in accordance with any applicable **Electricity Law**.
- (c) The **Generator** will maintain ownership of the **generating plant** beyond the **connection point** and shall be responsible for all operation and maintenance of the **generating plant** beyond the **connection point**.

9. Information and Communication

9.1 Compliance with privacy laws

Each party agrees that:

- (a) any obligation under this agreement to provide information is subject to any applicable laws (including the **Electricity Law**) imposing obligations in respect of privacy, disclosure, use or confidentiality of information; and
- (b) it will hold any information which it receives under this agreement in accordance with any requirements of this agreement and any applicable laws (including the **Electricity Law**) relating to privacy, disclosure, use or confidentiality of information.

9.2 Provision of information

To the extent permitted by law, and subject to any legislative, contractual or other obligations of confidentiality (including under the **Electricity Law**), each party must use its reasonable endeavours to provide the other party at no cost and in a timely manner, information or documentation which the other party reasonably requires to carry out its obligations under this agreement or under the **Electricity Law**.

9.3 Use of information

Subject to clause 19, a recipient may only use or disclose the information disclosed to it under clause 9.2 for the purposes for which the information was provided by the party providing the information or, to the extent that it is permitted to use or disclose the information under the law or any contractual obligation or in accordance with any guidelines issued by the **Regulator**.

9.4 Changes in information

If either party becomes aware of any material change in any of the information provided under clause 9.2, that party must notify the other party as soon as reasonably practicable of that change.

9.5 Accuracy of information

Each party must take all reasonable steps to ensure that all information which it provides to the other party (whether that information is generated by the first mentioned party or a third person) under this agreement (including this clause 9) is accurate and complete.

10. JEN's Equipment and Assets

10.1 Generator's Obligations

The **Generator** must provide accommodation and storage for **JEN's** equipment and assets located within the **Generator's premises** including the earthing installation in accordance with the **Service & Installation Rules** and any other relevant requirements.

10.2 Equipment and assets to remain

None of the equipment and assets installed by or on behalf of **JEN** on the **Generator's premises**, whether or not they are fixed to the land or any buildings on the land, will become part of the **generating plant** or the **Generator's** land or **Generator's premises** and **JEN** may (upon reasonable notice and after consulting with the **Generator**) enter the **Generator's premises** and remove any such equipment and assets after expiry or termination of this agreement (if this agreement is not superseded by another) or disconnection of the **generating plant**. The **Generator's** obligations in respect of storing **JEN's** equipment and assets will continue after this agreement ends.

11. Access

11.1 Generator must allow access

- (a) The **Generator** must ensure that **JEN's** authorised representatives have safe, convenient and unhindered access at all times to the **Generator's premises** for the purposes of:
 - (i) installation, repair, inspection, testing, maintenance or removal of **JEN's** equipment and assets;
 - (ii) meter reading;
 - (iii) inspection or testing of the **generating plant** to assess whether the **Generator** is complying with its obligations under this agreement; or
 - (iv) exercising any other right of **JEN** under this agreement.
- (b) Except in an **emergency**, **JEN** will use reasonable endeavours to access the **Generator's premises** at a time which is reasonably convenient to both parties.
- (c) The **Generator** acknowledges and agrees that in an **emergency**, **JEN's** personnel may enter (forcibly if necessary) the **Generator's premises** to carry out **emergency** work. **JEN** will use reasonable endeavours to contact the **Generator** in advance or provide reasons for the **emergency** action as soon as possible after the event.

11.2 Safety

The **Generator** must provide **JEN's** authorised representatives with all necessary safety equipment and instructions and must comply with all applicable occupational health and safety laws to ensure safe access for the purposes of clause 11.1. **JEN** must ensure that its authorised representatives comply with all reasonable health and safety instructions notified to them by the **Generator**.

12. Metering

12.1 General

- (a) The provision of revenue metering including current and voltage transformers is the responsibility of the **Generator** or nominated **Meter Provider** and must conform to the following requirements:
- (i) The metering must be four quadrant interval meter type that measures both real energy in Watt hours (Wh) and reactive energy in Volt Ampere reactive hours (VARh) for both import and export energy flows, if it is possible for the **Generator** to export energy to the **distribution system** or the **Generator** is a **market generator**
 - (ii) The metering must be either Net or Gross metering.
 - (iii) The metering must be installed and maintained according to the requirements of the applicable **Electricity Law**.
 - (iv) The energy level must be based on the generator output.
- (b) An **AEMO** registered **Meter Provider** and **Meter Data Agent** must be engaged to provide metering and metering data collection and processing.
- (c) The **Responsible Person** must supply interval data from the metering installation, to **JEN**. If check metering is installed, **JEN** will have the right to access the check metering data.
- (d) The metering must be error corrected by the **Generator** to the satisfaction of **JEN** to ensure accurate recording of energy flows at levels expected to be exported or imported. This is of particular importance where the level of energy consumed by the generation site is significantly less than the design generation export.
- (e) Pulse outputs which represent energy may be requested by the **Generator**. This will be at an additional fee.

13. Disconnection

13.1 Right to disconnect the Generating Plant

JEN may disconnect the **generating plant** from the **distribution system** (either manually or automatically), or instruct the **Generator** to do so:

- (a) in any circumstance in which **JEN** is entitled or obliged to **interrupt** the supply of electricity under the **Electricity Law**;
- (b) when **JEN** reasonably believes that the **generating plant** or any part of it:
 - (i) poses a threat to the safe and reliable operation of the **distribution system** or may lead to damage to the **distribution system**;
 - (ii) is adversely affecting network quality of supply to such an extent that it is a breach of the **Distribution Code**;

- (iii) it is affecting other customer equipment; or
 - (iv) there is a **Technical Breach** that is likely to have a material adverse effect on the operation of the **distribution system**, other users of the **distribution system** or **JEN's** ability to meet its obligation to connected network owners.
- (c) The **Generator** must comply with any instruction given by **JEN** under this clause.

13.2 Notices and information

JEN will use reasonable endeavours to coordinate any disconnection under clause 13.1 with the **Generator** and where possible, will provide the **Generator** with prior written notice of its intention to disconnect.

13.3 Shutdown and reconnection

- (a) Where **JEN** exercises its right to disconnect under clause 13.1, it must reconnect the **Generator** as soon as reasonably practicable after the condition leading to the disconnection has ended or has been rectified to **JEN's** reasonable satisfaction.
- (b) If the **generating plant** is disconnected under clause 13.1, the **Generator** will be responsible for the protection and safe operation, shutdown and reconnection of the **generating plant**. The **Generator** must comply with all reasonable directions of **JEN** in relation to the reconnection of the **generating plant** to the **distribution system**.

14. Charges, Payments and GST

14.1 Charges payable by the Generator

- (a) The **Generator** agrees to pay to **JEN**, the charges specified in schedule 4 in accordance with this clause.
- (b) The **Generator** acknowledges and agrees that **JEN** is entitled to charge the **Generator's** electricity retailer all charges applicable to the import of electricity from the **distribution system** into the **generating plant** as determined by the appropriate network tariff.
- (c) The applicable charges above could consist of direct single payments or annual payments or alternatively could be recoverable through the applicable network tariff.

14.2 Invoicing and payment

- (a) **JEN** will invoice the **Generator** as soon as practicable after the end of each calendar month for any charges and **GST** payable for that month under this agreement.
- (b) The **Generator** agrees to pay an invoice issued under clause 14.2(a) within the timeframe set out in the invoice, or where no timing is specified, 30 **business days** from the date of the invoice by paying the invoiced amount into an account nominated in writing from time to time by the **JEN**.
- (c) If the **Generator** disputes in good faith an item appearing on an invoice issued under clause 14.2(a), then the **Generator** must pay all amounts on the invoice by the due date and the parties must use their best endeavours to resolve the **Dispute** in accordance with clause 21. If the resolution of the **Dispute** requires that any amounts already paid must be refunded, then those amounts must be refunded by **JEN** within 20 **business days** of resolution of the **Dispute** with interest accruing at the **Interest Rate** from the date the amounts were paid.

- (d) If this agreement requires a party to pay an amount by a due date, interest accrues daily at the **Interest Rate** (compounding daily) on that amount from the day after the due date until the day the party pays the outstanding amount plus any accrued interest.

14.3 GST

- (a) To the extent that the consideration otherwise provided for under this agreement already includes an amount in respect of **GST** on the supplies, all amounts payable or the value of other consideration provided in respect of supply made in relation to or in connection with this agreement are exclusive of **GST** (if any). If **GST** is levied or imposed on any supply made (or deemed to have been made) under or in accordance with this agreement, the amounts payable or the value of the consideration provided for that supply (or deemed supply) ("**Payment**") shall be increased by such amount as is necessary to ensure that the amount of the **Payment** net of **GST** is the same as it would have been prior to the imposition of **GST**.
- (b) Where any amount is payable to a party as reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, then that amount must be reduced by any input tax credit available to that party and, if a taxable supply, must be increased by the **GST** payable in relation to the supply and a tax invoice will be provided by the party being reimbursed or indemnified.
- (c) All **GST** payable shall be payable at the time any payment to which it relates is payable. Where any **GST** payable is not referable to an actual payment then it shall be payable within 10 days of the tax invoice being issued by the party making the supply.
- (d) Where in relation to this agreement **JEN** makes a taxable supply to the **Generator** or the **Generator** makes a taxable supply to **JEN**, the supplier shall provide a tax invoice in respect of the supply before the **GST** payable in respect of the supply becomes due.
- (e) **GST** means goods and services tax or similar value added tax levied or imposed in the Commonwealth of Australia pursuant to the **GST law**.
- (f) **GST law** has the meaning given to that term in *A New Tax System (Goods & Services Tax) Act 1999* (Cth) or a successor Act.
- (g) For the purposes of this clause the terms 'adjustment note', 'consideration', 'input tax credit', 'supply', 'tax invoice' and 'taxable supply' have the same meaning as in the **GST law**.

14.4 Change in Electricity Laws

JEN may adjust the charges under this agreement by an amount reasonably reflecting the increased costs to it as a result of a **Change in Electricity Law Event** (unless JEN is prohibited by the Rules, applicable regulatory instruments or any other law applying at that time from recovering that amount from the **Generator**)

14.5 Network Tariff

As at the **commencement date**, the **Generator** is not required to pay any network tariffs in relation to the export of electricity from the **generating plant**. If there is a **Change in Electricity Law Event** which entitles JEN to charge the **Generator** network tariffs in relation to the export of electricity from the **Generating Plant**, the **Generator** agrees that it will pay **JEN** any such relevant network tariff.

15. Generator Financial Entitlements

15.1 Generator Compensation

If and to the extent provided for in schedule 5, **JEN** will compensate the **Generator** for certain events which constrain the **Electricity Transfer Capability**.

15.2 Avoided DUOS

- (a) **JEN** will pass through to the **Generator** a share of the **avoided distribution system costs**, calculated in accordance with clause 4.2.2 of the Electricity Industry Guideline No. 15 (“**avoided DUOS**”).
- (b) The **avoided DUOS** is to be negotiated on a yearly basis, at the same time each year as agreed by both parties.
- (c) As a basis for the negotiations under clause 15.2(b), **JEN** must provide to the **Generator** reasonable information regarding the calculated amount of its **avoided DUOS**.
- (d) **JEN** shall be responsible for identifying when any **avoided DUOS** are payable and notifying the **Generator**.
- (e) **JEN** will only be liable to pay **avoided DUOS** to the **Generator** to the extent required under the Electricity Industry Guideline No. 15 (August 2004).

15.3 Avoided TUOS

- (a) **JEN** will pay the **Generator**, **JEN**'s avoided Customer TUOS charges, calculated in accordance with the National Electricity Rules (“avoided TUOS”).
- (b) **JEN** will only be liable to pay **avoided TUOS** to the **Generator** to the extent required under the **National Electricity Rules**.
- (c) **JEN** is entitled to deduct from the amount calculated under clause 15.3(a), a fee for calculating the **avoided TUOS**.

16. Termination and disconnection

16.1 Non Default Termination

Either party may terminate this agreement, without cause, by giving less than 12 months written notice to the other party.

16.2 Termination for default or insolvency of Generator

- (a) Where:
 - (i) the **Generator** defaults in due and punctual payment of any amount due under this agreement; or
 - (ii) the **Generator** defaults in the performance of any of its other material obligations under this agreement; or
 - (iii) at any time after the **connection date**, the **Generator** does not hold a generation licence under the **El Act** and is not otherwise exempt from the requirement to hold a generation licence; or
 - (iv) there is an **insolvency event** in relation to the **Generator**,

JEN may give written notice of the default to the **Generator** stating the cause of the default and requiring that the default be remedied.
- (b) If the **Generator** does not remedy the default specified in the notice given under clause 16.2(a) within:

- (i) in the case of a default described in clause 16.2(a)(i), seven days; or
 - (ii) in the case of a default described in clause 16.2(a)(ii) or (a)(iii), 21 days,
- from receipt of the notice given under clause 16.2(a), then **JEN** may give notice of its intention to terminate this agreement under clause 16.3.

16.3 Notice of termination

- (a) Where **JEN** is entitled to give a notice under this clause 16.3 or in the case of a default described in clause 16.2(a)(iv), **JEN** may give notice to the **Generator** stating:
 - (i) that **JEN** immediately terminates this agreement; and
 - (ii) the default which gave rise to **JEN's** right to terminate this agreement.

16.4 Consequences of Termination or expiry

Upon termination or expiry of this agreement:

- (a) this agreement, other than any clause which is expressed to continue in effect after termination, is at an end as to its future operation except for the enforcement of any right or **claim** which arises on, or has arisen before, the termination or expiry; and
- (b) without limiting any other rights of the parties under this agreement or at law, if a party has defaulted on the performance of an obligation under this agreement, the non-defaulting party may:
 - (i) set off against monies due and payable to the other party apply or draw on (as the case may be) any **Security** and any accrued interest calculated in accordance with clause 14.2(d) for any amount then due and payable by the defaulting party to the non-defaulting party; or
 - (ii) sue the defaulting party for loss and damage for that default and exercise all available legal and equitable remedies including without limitation, suing for specific performance, injunctive relief or such other orders as it deems appropriate.

16.5 Right to disconnect

JEN may disconnect the **generating plant** at any time on or after the termination or expiry of this agreement.

17. Force Majeure Event

17.1 Suspension of Obligations

If a party is unable wholly or in part to perform any obligation (other than an obligation to pay money) under this agreement by reason of the occurrence of a **force majeure event**, that obligation will be suspended, without liability, so far as the party's ability to perform the relevant obligation is affected by the **force majeure event**.

17.2 Mitigation

A party affected by a **force majeure event** must use all reasonable endeavours to remove, overcome or minimise the effects of that **force majeure event** affecting its performance of this agreement, but nothing in this clause 17.2 requires it to settle any industrial dispute otherwise than as that party in its absolute discretion sees fit.

17.3 Notice

Subject to clause 17.2, if a party reasonably considers that a circumstance has arisen which constitutes or is likely to constitute or result in a **force majeure event**, it must as soon as reasonably practicable give to the other party notice containing full details of the **force majeure event** including its nature and likely duration, the obligations affected by it and the nature and extent of its effect on those obligations and the steps the party has taken to remove, overcome or minimise its effects. The party must also keep the other party informed reasonably regularly of any developments during the period of the **force majeure event** and notify the other party when the **force majeure event** ends.

17.4 End of Force Majeure Event

The party affected by the **force majeure event** must resume performance of any suspended obligation as soon as possible after the **force majeure event** ends.

17.5 Termination for prolonged Force Majeure Event

- (a) If the **force majeure event** continues to prevent a party from performing or observing its substantial obligations under this agreement for a continuous period of 6 months from the date of its occurrence, either party may, by giving the other party not less than 20 **business days**' notice, terminate this agreement.
- (b) On termination of this agreement pursuant to clause 17.5(a), neither party shall have any **claim** against each other arising out of or in connection with the termination of this agreement pursuant to clause 17.5(a), other than with respect to any **claim** which arises on, or has arisen before, the termination of this agreement pursuant to clause 17.5(a).

18. Liability and indemnities

18.1 Exclusion of implied conditions and warranties

- (a) To the extent permitted by law, and save for as expressly set out in this agreement, all statutory or implied conditions and warranties are excluded from this agreement and, to the extent they cannot be excluded, all liability in relation to them is disclaimed to the maximum extent permitted by law.
- (b) The *Competition and Consumer Act 2010* (Cth) and other laws may imply certain terms into agreements that cannot be legally excluded. Any liability of **JEN** to the **Generator** under any such term is limited to the maximum extent permitted by law and, if the law allows, is limited to:
 - (i) in the case of goods, the replacement of the goods, the supply of equivalent goods, the repair of the goods, paying to the **Generator** the cost of replacing the goods, paying to the **Generator** the cost of acquiring equivalent goods or paying to the **Generator** the cost of having the goods repaired (at **JEN**'s option); or
 - (ii) in the case of services, supplying the services again or paying to the **Generator** the cost of acquiring equivalent services (at **JEN**'s option).

18.2 Generator's indemnity

The **Generator** must indemnify **JEN** against all claims, actions, demands, proceedings, liabilities, damages, losses, amounts, costs and expenses (including legal costs and disbursements) arising, paid, suffered or incurred by **JEN** (directly or indirectly) as a result of or in connection with:

- (a) a negligent act or omission of the Generator;
- (b) any breach or non-performance of an obligation under this Agreement; or
- (c) any breach or non-performance of an obligation imposed on the Generator under Electricity Laws that relate to the operation of, or the export of electricity from, the **generating plant**.

18.3 Limitations and exclusions of liability

- (a) Notwithstanding anything else in this agreement, **JEN** is not liable for any failure to comply with this agreement or the **Electricity Law**, as the case may be, if and to the extent that:
 - (i) it is relieved from performance of, or liability in respect of, any of its obligations by the operation of sections 119 and 120 of the **National Electricity Law** or any other provision of the **Electricity Law** which relieves a party from performance of, or liability in respect of, any of its obligations (and, for the avoidance of doubt, nothing in this agreement varies, limits or excludes the operation of any such provision);
 - (ii) it has received and acted in accordance with a direction, consent, waiver, variation or no-action letter in respect of any provision of the **Electricity Law** from the **Regulator** or any other regulatory authority with powers to issue or grant the direction, consent, waiver, variation or no-action letter; or
 - (iii) the failure to comply arises as a result of the other party's negligence, breach of statutory duty or breach of this agreement or the **Electricity Law**.
- (b) **JEN** is not liable to any person for any loss or damage arising from the failure or inability of the **distribution system** to deliver or take all or part of the **maximum export capacity** or the **maximum import capacity** unless and to the extent that the failure or inability is a direct result of **JEN's** negligence or bad faith.
- (c) Subject to clause 15.1, but notwithstanding any other clause in this agreement, **JEN** will not be liable for any loss or damage the **Generator** suffers or incurs as a direct or indirect result of:
 - (i) **JEN** interrupting or constraining the **Electricity Transfer Capability** in accordance with clause 6.1; and
 - (ii) **JEN** exercising its rights under clause 5.3(b) or clause 13.1.
- (d) Except for liability that may not be lawfully excluded and subject to clause 18.3(e), neither party shall be liable to the other in respect of any **consequential loss** however caused, including through breach of contract, in tort (including negligence), or pursuant to statute.
- (e) The **Generator** will be liable to **JEN** for **consequential loss** suffered or incurred by **JEN** arising out of, or in connection with, this agreement to the extent that such **consequential loss** is caused by the wilful misconduct, wilful neglect, fraud or negligence of the **Generator**.
- (f) Each party must use all reasonable endeavours to mitigate any loss arising under this agreement for which the other party may be liable.
- (g) Notwithstanding any other provision of this agreement, the maximum aggregate liability of **JEN** in respect of all **claims**, whether arising in contract, tort (including negligence) or otherwise, shall be limited to \$[insert].

18.4 Insurance

- (a) The **Generator** must:
- (i) effect and maintain for the term of this agreement the insurance policies set out in clause 18.4(c) and all reasonable insurances in respect of risks that may result in a claim for liability under this agreement, that **JEN** may have notified to the **Generator** in writing, with a reputable, responsible and solvent insurer;
 - (ii) procure that **JEN** is noted as an interested party under the **Generator's** general liability policy only and ensure that such insurance policy waives any express or implied rights of subrogation by insurers against **JEN**;
 - (iii) provide a certificate of currency of the insurance policies required to be effected pursuant to this clause 18.4 on an annual basis to **JEN**;
 - (iv) duly and punctually pay all premiums, commissions, stamp duties, charges and other expenses necessary for effecting and maintaining in force each such insurance policy and not do or omit to do anything which may prejudice, breach or result in cancellation of any such insurance policy, or cause a material change to the terms of any such insurance policy;
 - (v) procure that **JEN** is provided with as much notice as possible if any such insurance policy is cancelled or not renewed; and
 - (vi) replace any such insurance policy that is cancelled or not renewed, with a further policy of insurance that satisfies the requirements of any insurance policy effected for the purposes of this clause 18.4;
- (b) If the **Generator** fails to effect or maintain a policy of insurance under this clause 18.4, **JEN** may effect or maintain any such policy in place of the **Generator** up to and including the later of the termination or expiration of this agreement and the resolution of any **Disputes**, claims or actions arising under or in respect of this agreement. Any amounts paid by **JEN** in respect of such insurance (inclusive of GST) shall be recoverable by **JEN** from the **Generator** as a debt due and immediately payable.
- (c) The **Generator** must at its own costs and expense, effect and maintain for the term of this agreement the following insurances:
- (i) property damage insurance cover for an amount of not less than [**insert amount**] per occurrence; and
 - (ii) public liability insurance cover for an amount of not less than [**insert amount**] per occurrence.

19. Confidentiality

19.1 General obligation

Subject to clauses 9, 19.3 and 19.4 and any confidentiality requirement under the **Electricity Law**, this agreement and all information exchanged between the parties under this agreement or during the negotiations preceding the commencement of this agreement is confidential to the party who provided it and may not be disclosed to any person except:

- (a) by a party, to:

- (i) its employees and contractors, and the employees and contractors of any of its related bodies corporate (as defined under the *Corporations Act 2001* (Cth)), requiring the information for the purposes of this agreement (or any transactions contemplated by it); and
- (ii) its legal and other professional advisers, requiring the information for the purposes of this agreement (or any transactions contemplated by it) or for the purpose of advising that party in relation thereto;
- (b) with the prior written consent of the party who provided the information;
- (c) if the information is at the time lawfully in the possession of the recipient of the information through sources other than the other party;
- (d) in the following circumstances:
 - (i) to the extent required under the **Electricity Law** or by a lawful requirement of the **Regulator**;
 - (ii) to the extent required by a lawful requirement of any stock exchange having jurisdiction over a party; or
 - (iii) to the extent required by law or any order of a court of competent jurisdiction;
- (e) if required in connection with legal proceedings or other dispute resolution proceeding relating to this agreement or for the purpose of advising a party in relation to such legal proceedings or other dispute resolution proceeding;
- (f) if the information is at the time generally and publicly available other than as a result of breach of confidence by the party wishing to disclose the information or a person to whom it has disclosed the information;
- (g) if disclosure is necessary to ensure the stability of the **distribution system** or to protect the safety of personnel or equipment;
- (h) pursuant to, and in accordance with, clause 9; or
- (i) to confirm the existence of a use of system agreement between the parties.
- (j) For the purposes of this agreement, information is not generally and publicly available merely because it is known to the **Regulator**, **AEMO** another network service provider, a generator or another retailer.

19.2 Representatives to keep information confidential

Subject to clauses 19.3 and 19.4, each party must procure that its employees and contractors, and the employees and contractors of any of its related bodies corporate (as defined under the *Corporations Act 2001* (Cth)), its legal and other professional advisers do not disclose (otherwise than to the party) any information concerning the other party obtained under this agreement except in the circumstances specified in clause 19.1, or use the information other than for the purpose for which it was disclosed in accordance with this agreement.

19.3 Conditions on disclosure

- (a) In the case of a disclosure under clause or 19.1(e), the party proposing to make the disclosure must inform the proposed recipient of the confidentiality of the information and the party proposing to disclose shall take all reasonable precautions to ensure that the proposed recipient keeps the information confidential.
- (b) If a party is permitted to disclose any confidential information in accordance with this clause 19, the party proposing to disclose shall use reasonable endeavours to

limit the disclosure to those matters which reasonably need to be disclosed in order to accomplish that purpose.

19.4 Notice to other Party

Each party must:

- (a) promptly inform the other party of any request received by that party from any person referred to in clause 19.1(a)(i) to disclose information under that clause;
- (b) inform the other party as soon as reasonably practicable after information is disclosed by the party under clause 19.1(a)(i); and
- (c) where possible, not disclose any information under clause 19.1(d), 19.1(d)(ii) or 19.1(e) unless the other party has been informed of the proposed disclosure.

20. Other terms

20.1 Notices

- (a) Except as provided in clause 9, notices from the **Generator** to **JEN** under this agreement must be in writing and may only be sent by hand, email, prepaid post or fax to the postal address, email address or fax number below, or to any other postal address, email address or fax number that **JEN** notifies to the **Generator** for this purpose:

Attention: Network Account Manager

Jemena Electricity Networks (Vic) Ltd

321 Ferntree Gully Road

Mt Waverley 3149

Fax: (03) 8544 9820

Email: **[insert]**

- (b) Except as provided in clause 9, notices from **JEN** to the **Generator** under this agreement must be in writing and may only be sent by hand, email, prepaid post or fax to the postal address, email address or fax number specified in item 1 of schedule 2, or to any other postal address, email address or fax number that the **Generator** notifies to **JEN** for this purpose.
- (c) If a notice is sent by prepaid post, it is taken to be received two **business days** after it was posted.
- (d) If a notice is sent by email, it is taken to be received when the email (including any attachment) comes to the attention of the recipient party or a person acting on their behalf.
- (e) If a notice is sent by facsimile, it is taken to be received when the sender's facsimile machine produces a successful transmission report.
- (f) If the notice would be taken to be received on a day that is not a **business day** in the place to which the notice is sent or after 4.00 p.m (local time) it will be taken to be received on the next **business day** in that place.

20.2 Waiver

- (a) A failure to exercise or delay in exercising a power or right does not operate as a waiver of that power or right.
- (b) The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.

- (c) A waiver is not effective unless it is in writing and is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

20.3 Severability

If any term of this agreement is unenforceable or prohibited for any reason, then it is severed to the extent of that unenforceability or prohibition and the rest of this agreement remains in force.

20.4 Preservation of Accrued Rights

The expiration or termination of this agreement:

- (a) shall be without prejudice to any rights and obligations under this agreement which have already accrued as at the date of such expiration or termination; and
- (b) shall not affect the provisions expressed or implied to operate or have effect after such expiration or termination, including the continuing rights and obligations of the parties under clauses 9, 10, 16, 18 and 19.

20.5 Assignment

- (a) Neither **JEN** nor the **Generator** may assign or purport to assign the whole or any part of its right, title and interest under this agreement without the prior written consent of the other party, which consent must not be unreasonably withheld or delayed if the assignment will not reduce the rights of or increase the obligations or risks of the other party under this agreement.
- (b) If a party consents to an assignment under clause 20.5(a), then the assignee must enter into a deed of covenant in favour of such party whereby the assignee agrees to be bound by the provisions of this agreement as if the assignee had been a party to this agreement in place of the assigning party.

20.6 Entire agreement

This agreement is the entire agreement between the parties on the subject matter of this agreement.

20.7 Law and jurisdiction

The laws of the State of Victoria governs this agreement. The parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria and any courts which may hear appeals from those courts in respect of any proceedings in connection with this agreement.

20.8 Costs

Each party will pay its own costs and expenses in connection with the negotiation, preparation, execution and performance of this agreement.

20.9 Amendments

This agreement may only be varied by a document signed by or on behalf of each of the parties.

20.10 Further Acts

Each party will promptly do and perform all further acts and execute and deliver all further documents (in a form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this agreement.

20.11 Electricity Laws

- (a) If this agreement imposes an obligation on a party which exceeds those obligations

- under the **Electricity Laws** and other applicable laws, and to the extent that the imposition of that greater obligation is not prohibited by the **Electricity Laws** or other applicable laws, then the party must comply with that greater obligation.
- (b) If this agreement imposes an obligation on a party and compliance by that party with that obligation would cause that party to breach the **Electricity Laws** or other applicable laws, then the party need not comply with that obligation to the extent necessary to avoid breaching the **Electricity Laws** or other applicable laws (as applicable).
 - (c) The parties acknowledge that the **National Electricity Rules**, the **applicable regulatory instruments** and other applicable laws may be the subject of ongoing change and that those changes may require amendments to be made to this agreement.
 - (d) The parties agree to negotiate in good faith any amendments to this agreement that may be reasonably required as a consequence of a **Change in Electricity Law Event**.
 - (e) If, within one month from one of the parties initiating a process for 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 21 will apply to the resolution of the dispute.

21. Dispute Resolution

21.1 General

- (a) If a dispute, difference or disagreement arises between the parties relating to the interpretation of this agreement or any other matter arising out of, or in connection with, this agreement ("**Dispute**"), it must be resolved in accordance with this clause.
- (b) Despite the existence of a **Dispute**, both parties must continue to perform their obligations under this agreement.
- (c) Nothing in this clause shall prejudice the right of a party to seek urgent injunctive or declaratory relief in a court in respect of any matter arising in this agreement.

21.2 Disputes to which the NERs apply

- (a) If the **Dispute** is a dispute which Part B of Chapter 8 ("Disputes") of the **National Electricity Rules** states must be resolved using the procedures set out in the **National Electricity Rules** ("**NER Dispute Procedures**"), the parties must use the **NER Dispute Procedures** to resolve the **Dispute** and clause 21.3 will not apply.
- (b) Where:
 - (i) the **Dispute** is not a dispute to which Part B of Chapter 8 of the **National Electricity Rules** applies; or
 - (ii) the **National Electricity Rules** allow the parties to resolve a dispute about a matter relating to or arising out of the **National Electricity Rules** without using **NER Dispute Procedures**,

then the parties agree that they will resolve the **Dispute** under clause 21.3 and not under the **NER Dispute Procedures** and to avoid doubt, clause 8.2 ("Dispute Resolution") of the **National Electricity Rules** will not apply to that **Dispute**.

21.3 Dispute Resolution

- (a) Where a **Dispute** arises, either party may give written notice of the **Dispute** to the other party. The notice must state that it is a notice under this clause and must identify the **Dispute**, the particulars of the party's reason for being dissatisfied and the position that the party believes is correct.
- (b) If the parties fail to resolve a **Dispute** within 10 **business days** of a notice of **Dispute** being given under clause 21.3(a), the Dispute must be referred for resolution to the respective chief executive officers (or the chief executive officer's nominee). If the **Dispute** is not resolved within 20 **business days** of such referral, either party may then take further action by commencing legal proceedings.

22. Survival

The warranties, undertakings and indemnities in this agreement survive the expiry or termination of this agreement.

SAMPLE

Executed as an agreement

Executed for and on behalf of **JEMENA ELECTRICITY NETWORKS (VIC) LTD** ABN 82 064 651 083

Signed in the presence of:

.....
Signature

.....
Signature of witness

.....
Print Name and Position

.....
Print Name and Position of witness

.....
Date

Executed by **GENERATOR NAME** (ABN **00 000 000 000**) in accordance with section 127 of the *Corporations Act 2001* (Cth) by

:

.....
Company Secretary/Director

.....
Director

.....
Print Name

.....
Print Name

.....
Date

Schedule 1

Definitions

Words appearing in **bold and italics** have these meanings in this agreement:

AEMO means the Australian Energy Market Operator Limited (ACN 072 010 327).

AER means the Australian Energy Regulator which is established by section 44AE of the *Competition and Consumer Act 2010* (Cth).

applicable regulatory instruments has the meaning under the **National Electricity Rules**.

augmentation has the meaning given in the **Distribution Code**.

Australian Standards means the standards published by Standards Australia.

avoided distribution system costs has the same meaning as in the Electricity Industry Guideline No. 15 – Connection of Embedded Generators (August 2004).

avoided DUOS has the meaning given in clause 15.2(a).

avoided Customer TUOS charges has the same meaning as in the **National Electricity Rules**.

avoided TUOS has the meaning given in clause 15.3(a).

business day means any day other than a Saturday, Sunday or public holiday in Melbourne.

Change in Electricity Law Event means the occurrence of any one or more of the following after the **commencement date**:

- (a) the enactment of any new Electricity Law;
- (b) the repeal, modification or re-enactment of any existing Electricity Law;
- (c) a change in the official interpretation or application of any Electricity Law; or
- (d) the commencement of any Electricity Law which has not yet entered into effect.

claim means any claim, action, **Dispute**, proceeding, loss, liability, demand, cost or expense whether arising in contract, tort (including negligence), equity or otherwise in respect of an event occurring after the date of commencement of this agreement.

commencement date means the date determined in accordance with clause 2.1.

connection means physical connection of the **generating plant** (via the **connection works**) to the **distribution system** and electrification of the connection works, and **connect** and **connected** have a corresponding meaning.

connection date means the date on which **JEN connects** the **generating plant** to the **distribution system** in accordance with clause 4.3(c).

connection point means the point where electricity being delivered to, or imported from, the **generating plant** leaves and enters or exits the **distribution system**, as described in item 9 of schedule 2.

connection point voltage means the voltage level at the **connection point** as described in item 10 of schedule 2.

connection services charge means the amount specified as such in schedule 4.

connection works means the works specified in the corresponding connection works contract between the parties on or about the date of this agreement.

consequential loss means any loss of actual or anticipated profit, loss of revenue, loss of business, loss of anticipated savings or indirect and consequential loss. For the purpose of this definition, 'indirect and consequential loss' means, and will be strictly limited to, loss which:

- (a) at the time of entering into this agreement, was in the contemplation of the parties as being the probable result of the event giving rise to the loss and that comprised of special circumstances of which the parties were aware; and
- (b) does not arise naturally according to the usual course of things.

demand has the meaning given in the **Distribution Code**.

Dispute has the meaning given in clause 21.1(a).

Distribution Code means the "Electricity Distribution Code" issued by the **Regulator**.

Distribution Network Service Provider has the meaning given in the **National Electricity Rules**.

distribution system means **JEN**'s distribution network of electric lines and associated equipment.

Distribution Services means any or all of the distribution services which **JEN** must provide to the **Generator** under this agreement including **connection** to the **distribution system**, **Electricity Transfer Capability** at the **connection point(s)**, **use of system services** and any other services under clause 4.2(a).

EI Act means the *Electricity Industry Act 2000* (Vic).

Electricity Customer Metering Code means the Electricity Customer Metering Code issued by the **Regulator**.

Electricity Law means

- (c) the EI Act;
- (d) the Distribution Code;
- (e) the Electricity Customer Metering Code;
- (f) the National Electricity Law;
- (g) the National Electricity Rules;
- (h) the Energy Safe Victoria Act 2005 (Vic);
- (i) the Electricity Safety Act 1998 (Vic);
- (j) the Essential Services Commission Act 2001 (Vic);
- (k) all regulations, licences, orders, determinations, codes and guidelines made under any act listed above; and
- (l) any other law, statute, regulation, proclamation, order, directions, code, tariffs, guideline or standard which can be enforced by law or by the **Regulator**, **AEMO** or any other regulatory authority against participants in the Victorian region of the **National Electricity Market**.

Electricity Transfer Capability the ability of the **distribution system** to deliver electrical power to, or receive electrical power from, the **generating plant**.

embedded generating unit has the meaning given in the **NER**.

embedded generator has the meaning given in the **National Electricity Rules**.

emergency has the meaning given in the **Distribution Code**.

expiry date has the meaning given in item 8 of schedule 2, as may be varied by written agreement between the parties.

fault means an erroneous event, departure from normal operating conditions.

financially responsible has the meaning given in the **National Electricity Rules**.

force majeure event means any event beyond the reasonable control of **JEN** or the **Generator** (as the case may be) which could not have been avoided by that party taking all reasonable steps and includes act of God, war, riot, natural disaster, act of terrorism, act of public enemy, strikes, blockades, lock out or other industrial dispute.

generating plant means the generating plant set out in item 2 of schedule 2 which consists of one or more **embedded generating units**.

Generator means the person identified in item 1 of schedule 2.

Generator's Premises means the premises identified in item 11 of schedule 2.

Guaranteed Service Level is defined as **JEN's** regulatory obligation to provide compensation for Guaranteed Service Levels relating to low reliability as referred to in JEN's current Electricity Distribution Price Determination.

insolvency event means the happening of one or more of the following events in relation to a party:

- (a) a resolution that it be wound up is passed;
- (b) an order is made that it be wound up or that a controller be appointed to it or any a liquidator, provisional liquidator, controller or any similar official is appointed to, or takes possession or control of, all or any of its assets or undertakings;
- (c) an administrator is appointed to it (other than by the **Regulator** pursuant to the **Generator's** licence) or a resolution that an administrator be appointed to it is passed;
- (d) it enters into, or resolves to enter into, an arrangement, compromise or composition with any of, or any class of, its creditors or shareholders, or an assignment for the benefit of any of, or any class of, its creditors;
- (e) any action is taken by the Australian Securities and Investment Commission to cancel its registration or to dissolve it;
- (f) it is insolvent within the meaning of Section 95A of the *Corporations Act 2001* (Cth), as disclosed in its accounts or otherwise, states that it is unable to pay its debts or it is presumed to be insolvent under any applicable law;
- (g) it stops or suspends:
 - (i) the payment of all or a class of its debts; or
 - (ii) the conduct of all or a substantial part of its business; or
- (h) if the **Generator** is constituted in another jurisdiction, any event having a substantially similar effect to any of the events specified in the preceding paragraphs happens to it under the law of that other jurisdiction.

Interest Rate means **[insert]**.

interruption has the meaning given in the **Distribution Code**.

JEN means Jemena Electricity Networks (Vic) Ltd ABN 82 064 651 083.

market has the meaning given in the **National Electricity Rules**.

Market Generator has the meaning given in the **National Electricity Rules**.

market participant has the meaning given in the **National Electricity Rules**.

maximum export capacity has the meaning given in item 4 of schedule 2, as may be varied by written agreement between the parties.

maximum import capacity has the meaning given in item 5 of schedule 2, as may be varied by written agreement between the parties.

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

Metering Provider has the meaning given in the **National Electricity Rules**.

National Electricity Market means the market for wholesale trading and electricity operated by the **AEMO** under the **National Electricity Law**.

National Electricity Law means the *National Electricity (Victoria) Act 2005* (Vic) (including the National Electricity (Victoria) Law which applies in Victoria as a result of the operation of section 6 of the *National Electricity (Victoria) Act 2005* (Vic)).

National Electricity Rules or **NER** means the code of practice for the conduct of **National Electricity Market** participants made under the **National Electricity Law**.

NER Dispute Procedures has the meaning given in clause 21.2(a).

network tariffs are defined as the charges applied by **JEN** for the use of its **distribution system** by customers as regulated and published by the **Regulator**.

Payment has the meaning given in clause 14.3(a).

Regulator means the **AER**, the Essential Services Commission or any other entity assuming the functions of the **AER** in respect of electricity distribution from time to time.

Responsible Party has the meaning given in clause **Error! Reference source not found..**

Responsible Person has the meaning given in the **National Electricity Rules**.

Security means an irrevocable and unconditional bank guarantee payable on demand, issued by an Australian trading bank or other financial institution approved in writing by **JEN** and in a form approved in writing by **JEN**.

Service & Installation Rules means the Victorian Service & Installation Rules, Code of Practice for the Connection of Electrical Installations to Distribution Companies' Mains 2005, as revised, replaced or amended from time to time.

Technical Breach means that the **generating plant** or any part of it (or its operation or the operation of any part of it) does not comply with a relevant technical requirement in this agreement, the **National Electricity Rules** or any other **Electricity Laws**.

use of system service has the meaning given in the **National Electricity Rules**.

use of system services charge means any charges applicable to the export of electricity from the **generating plant** to the **distribution system** as determined by any appropriate tariff approved by the **Regulator** at any time.

Schedule 2

Generator and generating plant information

Drafting Note: Schedule 2 to be populated.

1. Generator	Customer: Customer name ABN: 00 000 000 000 Address: XXXX Facsimile: XXXX Telephone: XXXX E-mail: XXXX Attention: XXXX
2. Generating plant	Description of generating plant : [Eg. Synchronous alternator directly coupled to a natural gas reciprocating engine.] Manufacturer and Model: XXXX Alternator: XXXX Overall machine ratings: XXXX Alternator rating (continuous / 40°C, F / 104° ambient): XXXX
3. Number of units	XXXX
4. Maximum export capacity	XXXX MW
5. Maximum import capacity	XXXX MW
6. Generator Impedances	Rating (kVA): XXXX Voltage = XXXX Rated Power Factor = XXXX Impedances: XXXX Direct axis synchronous reactance (Xd) = XXXX ** Direct axis transient reactance (X'd) = XXXX ** Direct axis subtransient reactance (X''d) = XXXX ** Negative sequence reactance (X2) = XXXX ** Zero sequence reactance (X0) = XXXX ** ** All % values are given on a XXXX base and rating of XXXX
7. Capacitor bank	XXXX .
8. Expiry date	The date which is five (5) years from the commencement date .

9. Connection point	XXXX
10. Connection point voltage	XXXX
11. Generator's Premises	XXXX
12. National Meter Identifier	NMI = XXXX
13. Single Line Diagram	Refer to Schedule 7.
14. Distribution system feeder	XXXX
15. Security	<ul style="list-style-type: none"> • Is the Generator required to provide Security under clause 2.3(a)? [Yes/No] • If yes, specify the amount of Security to be provided by the Generator. \$XXXX

SAMPLE

Schedule 3

Technical and safety standards for the Generating Plant (clause 8)

SAMPLE

Schedule 4

Charges (clause 14)

Drafting Note: Schedule 4 to be tailored for each agreement. The following is an example only.

Charges payable by the **Generator** to **JEN**:

Type of charge	Charge applicable?	Amount (excluding GST)	When payable
<p>Connection services charge</p> <p><i>This charge includes:</i></p> <ul style="list-style-type: none"> • Performance of services set out in schedule 6 (see clause 4.2 (Services provided by JEN)). • Assessment of generator connection application. • Preparation of this agreement. • Update of databases and installation of labels on the distribution system. • Witnessing of commissioning tests if required. <p><i>Additional works required for truck appointment for isolations or other switching during testing are not included within this charge.</i></p>	[Yes/No]	[\$[Insert]]	<p>Single lump sum payment</p> <p><i>Note: Payment of this charge is a condition of connection (see clause 4.1 (Conditions for connection))</i></p>
<p>Use of System Services Charge</p> <p><i>This charge includes:</i></p> <ul style="list-style-type: none"> • Network switching and notification of planned outages • System planning including annual fault level modelling studies and reporting to AEMO. 	[Yes/No]	[As determined by any appropriate tariff approved by the Regulator at any time]	[Monthly/annually in arrears from the connection date]
<p>Compensation to be paid by the Generator to JEN</p> <p><i>This charge includes the amount of any compensation to be provided by the Generator to JEN for failing to provide the network support services as and when required.</i></p>	[Yes/No]	[\$[Insert]]	[Insert]
<p>Network tariff applicable to generating plant electricity consumption</p>	[Yes/No]	[\$[Insert network tariff at time of connection]]	[Insert]
[Insert other charges]	[Yes/No]	[\$[Insert]]	[\$[Insert]]

Schedule 5

Generator Compensation (clause 15.1 (Generator Compensation))

Drafting Note: Schedule 5 to be tailored for each agreement. The following is an example only.

Generator's financial entitlement	Entitlement applicable?	Amount (excluding GST)	When payable
<p>Compensation payments will be made by JEN to the Generator (see clause 15.1 (Generator Compensation))</p> <p>This compensation will only be payable from JEN to the Generator in the following circumstances:</p> <ul style="list-style-type: none"> [insert details of the circumstances which compensation will be payable.] 	[Yes/No]	[\$[Insert]]	[Insert]
<p>Avoided DUOS (see clause 15.2 (Avoided DUOS))</p>	[Yes/No]	To be calculated by JEN in accordance with the Electricity Industry Guideline No. 15	[Insert]
<p>Avoided TUOS (see clause 15.3 (Avoided TUOS))</p>	[Yes/No]	To be calculated by JEN in accordance with the National Electricity Rules	[Insert]

Schedule 6

JEN's Scope of services (clause 4.2(a))

Drafting Note: Schedule 6 to be tailored for each agreement. The following is an example scope of services only.

The following services shall be undertaken by **JEN** to assist the **Generator** in satisfying the conditions set out in clause 4.1 (Conditions for connection):

Service to be provided by JEN	Applicable to this agreement? (Yes/No)
Assessment of the proposed connection of the generating plant to the distribution system .	[Yes/No]
Review of opportunities for the Generator to provide network support and to receive avoided DUOS and avoided TUOS payments.	[Yes/No]
Provide advice to the Generator on protection and control design to satisfy the safety and technical requirements set out in this agreement.	[Yes/No]
Witness commissioning tests.	[Yes/No]
Review commissioning test report.	[Yes/No]
[Insert other services (if applicable)]	[Yes/No]

Schedule 7

Generator Single Line Diagram

[To be attached]

SAMPLE

Schedule 8

Metering Requirements (clause 12 (Metering))

To be included

SAMPLE