



Works Coordination Agreement

Template Works Coordination Agreement – Generator with IUSA.

[#name of Generator connection#] ~ Works Coordination Agreement

Dated:

Queensland Electricity Transmission Corporation Limited (trading as Powerlink Queensland) ABN 82 078 849 233 ("Powerlink")

[Insert Generator Name] ABN xx xxx xxx xxx ("Generator")

and

[Insert Owner Name] ABN xx xxx xxx xxx ("Owner")

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Details

Parties	Powerlink, Generator and Owner	
Powerlink	Name	Queensland Electricity Transmission Corporation Limited (trading as Powerlink Queensland)
	ABN	82 078 849 233
Generator	Name	XXXX
	ABN	XXXX
	Facility Address	XXXX
Owner	Name	XXXX
	ABN	XXXX
	Location of IUSA	XXXX
Recitals	A	Powerlink operates a <i>Transmission Network</i> .
	B	The Generator owns, operates or controls, or will own, operate or control, the Generator Facility.
	C	The Generator made an application to establish the connection of the Generator Facility to the <i>Transmission Network</i> operated by Powerlink.
	D	The Generator and the Owner have agreed that the Owner will design and construct the Owner IUSA Asset.
	E	Powerlink and the Owner have agreed that Powerlink will operate and maintain the Owner IUSA Asset on the terms and conditions of the Network Operating Agreement.
	F	The Connection and Access Agreement sets out the agreed terms for provision of Transmission Services by Powerlink to the Generator using the <i>Transmission Network</i> (including the IUSA) on and from the Relevant Unit Synchronisation Date for each Generating Unit.
	G	On the agreed terms set out in this agreement, Powerlink, the Generator and the Owner have agreed to coordinate the Generator Works, the Owner Works, the Powerlink Works and the works required to allow the Generator to export Energy from the Generator Facility to the <i>Transmission Network</i> (“ Generation ”).
	H	This agreement also sets out common provisions relating to the parties’ contractual relationship on and from the

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	Relevant Unit Synchronisation Date for each Generating Unit.
Start Date	Date of agreement
End Date	The later of: (i) the date of termination or expiry of the Network Operating Agreement; and (ii) the date of termination or expiry of the Connection and Access Agreement.
Date of agreement	The date that the last party signs this agreement - see Signing page

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Part A - Works

1. Works Approvals

1.1 Parties to assist Powerlink

Upon request by a party, each other party must provide any assistance that the first party reasonably requests (including providing information and participating in relevant negotiations) to enable the first party to acquire any Works Approvals required to be acquired or obtained by the first party under this agreement or at law.

1.2 No Works Approval for Powerlink

If Powerlink is unable to acquire or obtain any Works Approvals by the “**Approval Date**” for its Works Approvals:

- (a) Powerlink may terminate this agreement by notice to each other party; and
- (b) as between Powerlink and the Generator, the provisions of clause [22] (Termination Costs) of the Connection and Access Agreement will apply.

1.3 Works Approvals

The parties agree that “**Works Approval**” means:

- (a) any ministerial authority, approval, rights, interests and entitlements in land that may be required to complete the Works;
- (b) acquiring all land, easements (including the IUSA Access Rights Agreement), Access Rights, rights, interests and entitlements in land and any other property rights, interests or entitlements (including, any acquisitions under the Acquisition of Land Act 1967 (Qld), Land Titles Act 1994 (Qld) and the Land Act 1994 (Qld) which the relevant party determines are required (on terms and conditions acceptable to the party, including as to suitability, usability, accessibility, practicality, location, dimension, safety, surface standard/grade and access) to enable the party to carry out and complete its Works for the purposes set out in the Project Documents;
- (c) any other or further authority, authorisation, approval, permit, licence, Access Right, determination, management plan, compensation agreement, land agreement or any other agreement to enable the relevant party to carry out and complete its rights and obligations under the Project Documents under:
 - (i) the *Acquisition of Land Act 1967* (Qld);
 - (ii) the *Land Act 1994* (Qld);
 - (iii) the *Electricity Laws (including the Electrical Safety Act 2002)* (Qld);
 - (iv) the *Sustainable Planning Act 2009* (Qld);
 - (v) the *Environmental Protection Act 1994* (Qld);

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- (vi) the *Nature Conservation Act 1992* (Qld);
- (vii) the *Environment Protection and Biodiversity Conservation Act 1999* (Cth);
- (viii) the *Aboriginal Cultural Heritage Act 2003* (Qld);
- (ix) the *Work Health and Safety Act 2012* (Qld);
- (x) the *Forestry Act 1959* (Qld);
- (xi) the *Land Title Act 1994* (Qld);
- (xii) the *Vegetation Management Act 1999* (Qld);
- (xiii) the *Coal Mining Safety and Health Act 1999* (Qld);
- (xiv) the *Mining and Quarrying Safety and Health Act 1999* (Qld);
- (xv) the *Petroleum and Gas Production and Safety Act 2004* (Qld);
- (xvi) the *Water Act 2000* (Qld);
- (xvii) the *Mineral Resources Act 1989* (Qld); or
- (xviii) the *Native Title (Queensland) Act 1993* (Qld);
- (xix) the *Native Title Act 1993* (Cth); or
- (xx) any other State, Commonwealth or local government laws, including, without limitation, environmental, town planning, electrical, cultural heritage, native title, safety and property laws,

or specified in Item 4 of Schedule 2 as to be acquired or obtained by the relevant party.

2. Works

2.1 Notice to Proceed

- (a) The Generator must give Powerlink and the Owner a notice (“**Notice to Proceed**”) stating the date after which:
 - (i) Powerlink is to start performing the Powerlink Works; and
 - (ii) the Owner is to start performing the Owner Works.
- (b) The Notice to Proceed Date must not be earlier than the date of the notice itself and must be a date not later than three months after the date of the notice itself.

2.2 Purpose of Works

The parties agree that:

- (a) the Generator Works are required to enable the Generator to connect to the *Transmission Network*;

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- (b) the Powerlink Non-IUSA Works are required to enable Powerlink to provide Transmission Services to the Generator on and from the Relevant Unit Synchronisation Date for each Generator Unit in accordance with the Connection and Access Agreement;
- (c) the Powerlink IUSA Works are required to enable Powerlink to provide the Powerlink IUSA Assets at the IUSA Site and to provide services to the Owner for the Owner Works under this agreement; and
- (d) the Owner Works are required to enable Powerlink to provide the O&M Services to the Owner on and from the First Practical Completion Date in accordance with the Network Operating Agreement.

2.3 Obligation to construct new works

Provided that it is not prevented from doing so by another party's delay or breach of this agreement:

- (a) Powerlink must undertake the works described as “Powerlink’s Works” in item 4 of Schedule 2 (collectively, the “**Powerlink Works**”);
- (b) the Generator must:
 - (i) undertake the works described as “Generator Works” in item 4 of Schedule 2 (collectively, the “**Generator Works**”); and
 - (ii) procure the Owner to undertake the Owner Works; and
- (c) the Owner must undertake the works described as “Owner Works” in item 4 of Schedule 2 (collectively, the “**Owner Works**”).

2.4 Construction standards and specifications and operational procedures

- (a) The parties agree that:
 - (i) Powerlink must undertake the Powerlink Works;
 - (ii) the Owner must undertake the Owner Works; and
 - (iii) the Generator must undertake all works (other than the Powerlink Works and the Owner Works) required to connect the Generator to the *Transmission Network*, including all Generator Works,

to the applicable construction standards described in item 2 of Schedule 2 and any other applicable Australian Standard that Powerlink reasonably determines.
- (b) Powerlink must design and construct the Powerlink IUSA Assets to comply with the Interface Specification (to the extent applicable to the Powerlink IUSA Assets and the Powerlink IUSA Works).
- (c) The Owner must design and construct the Owner IUSA Assets to comply with the Functional Specification, the Interface Specification, the Detailed Design and the Delivery Specification (to the extent applicable to the Owner IUSA Assets and the Owner Works).

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- (d) Powerlink and the Generator agree to comply with the operational procedures in Schedule 7 in relation to the Powerlink Non-IUSA Works and the Generator Works, respectively;
- (e) Each party must use suitable new materials and workmanship as required by Good Electricity Industry Practice.

2.5 Compliance with law

Subject to clause 27, the parties must and must procure that their Personnel comply with all applicable law, including the WHS Laws and Environmental Laws, in relation to their Works.

2.6 Owner's quality obligations

- (a) Each description in the Functional Specification, Interface Specification or Detailed Design of any materials, plant, machinery, equipment or other items by a proprietary, trade or brand name, supplier's or manufacturer's name, model number or other specific means will not in any way:
 - (i) relieve, limit or exclude any of the Owner's obligations or liabilities under the Project Documents with respect to the materials, plant, machinery, equipment or other items; or
 - (ii) limit or otherwise prejudice any of the warranties in clause [4] (Warranties, Defects Liability and reinstatement of IUSA) of the Network Operating Agreement or any other performance levels or performance requirements stated in the Project Documents.
- (b) If the Functional Specification, Interface Specification or the Delivery Specification requires further quality assurance, the Owner must:
 - (i) plan, establish and maintain a conforming quality system; and
 - (ii) ensure that Powerlink has access to the quality system of the Owner and its Personnel so as to enable monitoring and quality auditing.

Any such quality system must only be used as an aid to achieving compliance with the Project Documents and to document such compliance, and will not discharge the Owner's other obligations under the Project Documents.

3. Coordination Committee

3.1 Role of the Coordination Committee

Within 20 Business Days from the date stated in the Notice to Proceed (or such other date as the parties agree), Powerlink, the Generator and the Owner must establish a Coordination Committee which will be a forum in which the parties may consider and discuss the following matters:

- (a) the design, construction, testing and commissioning of the Powerlink Works, the Generator Works and the Owner Works with particular focus on, and performance of, each party's works as required under this agreement to ensure that:
 - (i) the Works are completed in a safe, timely and efficient manner;

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- (ii) each party consults and cooperates with the other parties; and
- (iii) each party's Works are coordinated with the Works of the other parties in accordance with the Coordination Plan, the Progress Schedule and the Interface Coordination Schedule;
- (b) the management of a party's equipment located on another party's land or facilities for the purposes of Completing the Powerlink Works;
- (c) the testing and commissioning of the Owner Works and the IUSA under clause 7; and
- (d) the testing and commissioning of the Generator Works and the Powerlink Non-IUSA Works under clauses 8 and 9;
- (e) any activities undertaken by Powerlink, the Generator or the Owner during construction that will affect the relevant party's Works or the capability to provide Transmission Services when the Powerlink Works are Complete.

3.2 Coordination Committee dissolution

The Coordination Committee:

- (a) dissolves immediately after the Second Practical Completion Date or at any earlier time agreed by the parties; and
- (b) if requested by a party in connection with the operation, maintenance or replacement of the Works, must be re-established by the parties for a period that is reasonable in the circumstances.

3.3 Membership and procedures

The Coordination Committee must:

- (a) consist of two appropriately qualified representatives from each party;
- (b) meet at least monthly prior to the Second Practical Completion Date, and more often on a party's written request;
- (c) keep written records of each meeting signed by a representative of each party; and
- (d) allow each party to include additional representatives at any meeting, where the party can demonstrate to the Coordination Committee's reasonable satisfaction that the presence of the representatives is required.

3.4 Changes to works

If the parties consent to a change to Works under clause 6, the Coordination Committee must make appropriate changes to the relevant items mentioned in the Interface Coordination Schedule.

3.5 Limitations and disputes

The parties agree that:

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- (a) this clause does not give the Coordination Committee any right to amend the Project Documents; and
- (b) any disputes arising under this clause must be resolved under clause 28.

4. Coordination Plan

4.1 Preparation of Coordination Plan

Within [xx] Business Days from the date stated in the Notice to Proceed (or such other date as the parties agree), the parties must:

- (a) carry out a joint hazard and operability study (**HAZOP Study**) to identify and assess all risks to the safety and health of persons, property and the environment that may arise in relation to each Works Interaction and all related activities and how they should be managed and controlled to meet the requirements of the WHS Laws, Environmental Laws and ISO 45001 '*Occupational health and safety management systems - Requirements*' and Australian Standard 5577 '*Electricity network safety management systems*' and ISO 14001 Environmental Management Systems; and
- (b) complete and agree a plan (**Coordination Plan**) for each Works Interaction which:
 - (i) incorporates a joint:
 - (A) electrical network safety management plan;
 - (B) work health and safety management plan;
 - (C) environmental management plan;
 - (D) cultural heritage plan; and
 - (E) stakeholder and landholder relations plan; and
 - (ii) is informed by the HAZOP Study;
 - (iii) eliminates or minimises risks identified in the HAZOP Study so far as is reasonably practicable;
 - (iv) coordinates the requirements of Powerlink's work health and safety management system, the Generator's safety management system and the Owners' safety management system;
 - (v) ensures that if activities are to be performed at Powerlink's Entity Works or an Associated Site, the activities are conducted in conformity with all applicable requirements of Powerlink's ESMS including the requirements of SAHVEA and the Green Book;
 - (vi) facilitates ongoing and active consultation, coordination and cooperation between the parties in relation to the risks associated with each parties' Works and the planning of each Works Interaction; and

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- (vii) as a minimum, meets the requirements of applicable laws including the WHS Laws and Environmental Laws and the Land Access Protocol.

4.2 Parties representatives

The HAZOP Study and the Coordination Plan must set out the details of the parties' representatives under this agreement for the purposes of the relevant Works Interactions, together with contact details in the event of any emergency. Each party must promptly notify the other party of any changes to its representatives or their contact details for the purposes of this clause.

4.3 Amendment of Coordination Plan

The parties may amend the Coordination Plan at any time by written agreement and must do so where required under clause 4.4.

4.4 Review

- (a) The parties must, in respect of each Works Interaction, jointly review the HAZOP Study and the Coordination Plan and make any necessary changes:
 - (i) as required by law, including if there is an incident at a relevant site;
 - (ii) if there is a change in law or change in Powerlink's ESMS affecting the Works Interactions; or
 - (iii) if there is a change to a party's Works.
- (b) For the purposes of a review referred to in clause 4.4(a):
 - (i) if either party considers that any risk is not effectively identified or managed under the existing HAZOP Study or Coordination Plan, then the parties must, as applicable:
 - (A) undertake a new HAZOP Study or Assessment (including, if they agree that it is appropriate, only in relation to specific matters or activities); and
 - (B) develop a revised Coordination Plan, as part of the review; and
 - (ii) if the parties are not able to agree any matter in relation to such a review, either of them may treat that inability to agree as a dispute for the purposes of clause 28.

4.5 New and changed Works Interactions

In respect of each new Works Interaction and each review contemplated in clause 4.4(a), the parties must use reasonable endeavours to agree and complete the HAZOP Study and any Coordination Plan at least 10 Business Days before the implementation of the change that gives rise to the new Works Interactions or requirement for review.

4.6 Compliance for Works Interactions

- (a) The parties must (and must procure that their Personnel):

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- (i) observe and comply with their respective responsibilities and obligations set out in the HAZOP Study and Coordination Plan; and
 - (ii) use reasonable endeavours to not cause, permit or contribute to any act or omission which may give rise to risks that are not addressed in the HAZOP Study or Coordination Plan.
- (b) If a party or any of its Personnel:
- (i) does not comply with the HAZOP Study or the Coordination Plan; or
 - (ii) causes, permits or contributes to any act or omission that gives rise to, or is likely to give rise to, risks that are not addressed in the HAZOP Study or Coordination Plan,

that party must notify the other parties as soon as practicable after it becomes aware of the relevant non-compliance together with details of how the party has rectified or overcome, or intends to rectify or overcome the non-compliance and to manage the relevant risk.

4.7 Urgent action by Powerlink

If urgent action is necessary to prevent or minimise risks to the environment, property or the health or safety of people in relation to any Works Interaction, and the Generator or Owner fails to take that action, in addition to any other remedies of Powerlink, Powerlink may take the necessary action but will not be obliged to do so. If the action was one which the Generator or Owner should have taken at their cost, the cost incurred shall be a debt due to Powerlink. If time permits, Powerlink shall give written notice of prior intention to take action under this clause.

4.8 Audit by Powerlink

Powerlink may, where it has reasonable cause to suspect the Generator or Owner are not complying with their obligations under the Coordination Plan, or has an obligation to demonstrate compliance with the Coordination Plan, require that party at its cost to conduct an audit of its compliance with obligations and provide the Powerlink with the findings of that audit. A notice requiring audit must be made in writing, specify the particular obligations about which the audit is required and the grounds upon which the audit is required. Subject to those grounds being reasonable, the findings must be provided within 5 Business Days of receipt of the notice unless otherwise agreed. The findings must be supported by copies of relevant documents (de-identified if necessary) to demonstrate compliance with the obligations.

4.9 Cooperation for investigations

- (a) Each party will promptly notify the other in the event of any event or incident which requires notification to a regulator or Authority occurring in the course of the Works, or the issue of any notice or initiation of any prosecution by a regulator or relevant Authority.
- (b) Without limiting any other provision of this clause 4, if any party to this agreement or a regulator or Authority under WHS Laws or Environmental Laws is undertaking an investigation, inquiry or other review in relation any event or incident, then the parties will provide such cooperation and assistance to each

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other as is reasonable in the circumstances, in relation to that investigation, inquiry or other review.

4.10 Personnel for Works

- (a) Each party must:
 - (i) make available all Personnel needed to perform their obligations under this agreement;
 - (ii) ensure that all of their Personnel have the requisite expertise, skills, qualifications, experience and licenses and authorisations and approvals necessary to lawfully perform their services and to do so to a very high standard and with due care and skill;
 - (iii) ensure that their Personnel are fully briefed and trained on all matters necessary for them to perform their required services in connection with this agreement; and
 - (iv) ensure that their Personnel are fully aware and understand all policies, manual, protocols (including the Land Access Protocol) and procedures necessary for them to perform their required services in connection with this agreement;
 - (v) where work is to be performed on Powerlink's Entity Works or an Associated Site, hold all relevant Powerlink authorisations and approvals for the purposes of SAHVEA and the Green Book; and
 - (vi) be responsible for all industrial relations matters so far as they relate to that party and their Personnel (including employees and employees of subcontractors).
- (b) If the Generator, the Owner or any of their Personnel breaches an obligation under this clause 4.10, then they agree to promptly pay or reimburse Powerlink, on request, for all reasonable Costs, expenses, claims and damages incurred or suffered by Powerlink as a direct result of the breach, including Powerlink's reasonable Costs arising from, or associated with:
 - (i) delays and changing schedules, commitments and arrangements relating to Personnel, equipment, accommodation, transport and delivery; and
 - (ii) all action or works undertaken by Powerlink to rectify the breach (in the event that such action or works are not undertaken by the party responsible for the breach), including:
 - (A) travel and accommodation costs of employees and consultants;
 - (B) the costs of negotiating and performing any settlement arrangement settlement with persons effected by the breach; and
 - (C) costs of obtaining legal advice in relation to the non-compliance.
- (c) Each party must pay its employees and ensure that any subcontractor pays its employees in accordance with the relevant employment instrument or agreement

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and complies with applicable industrial relations laws including the *Fair Work Act 2009*.

- (d) Each party must observe and comply with, and must ensure that all Personnel observe and comply with, the Queensland Government's *Code of Practice for the Building and Construction Industry*.
- (e) The Generator or Owner must keep Powerlink informed of any actual, anticipated or threatened industrial dispute or other industrial relations matter that might delay or otherwise affect that party's Works and of the measures that party intends to take to deal with the matter.
- (f) Powerlink may, where it has reasonable cause to suspect that the Generator or Owner are not complying with their obligations in relation to industrial relations, require that party at its cost to conduct an audit of its compliance with obligations and provide the other party with the findings of that audit. A notice requiring audit must be made in writing, specify the particular obligations about which the audit is required and the grounds upon which the audit is required. Subject to those grounds being reasonable, the findings must be provided within 10 days of receipt of the notice unless otherwise agreed.

5. Timing

5.1 Progress Schedule

The parties' key obligations and activities and the required timing for the completion of their respective Works are set out in the Progress Schedule. The parties may agree from time to time to change the Progress Schedule, where the change is reasonably required to ensure that the Powerlink Works are Complete by the Target Second Practical Completion Date or to accommodate any change to Powerlink Works under clause 6. The parties must notify any such change to the Coordination Committee.

5.2 Compliance with Progress Schedule

Provided that it is not prevented from doing so by another party's delay or breach of this agreement, each party agrees, on and from the Notice to Proceed Date to:

- (a) provide their Works so as to ensure suitable interfacing with the Works of the other parties (including complying with any reasonable requests by Powerlink about interfacing of the parties' respective works); and
- (b) undertake and complete each component of their Works by each Milestone Date for which they are responsible under the Progress Schedule,

in accordance with this agreement.

5.3 Milestone Dates for Works

A Milestone Date for which a Party is responsible in the Progress Schedule may be adjusted to the extent that one or more of the following events affects the party's ability to complete the applicable component of their Works by the Milestone Date (or, if previously adjusted, by the revised Milestone Date):

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- (a) any act, omission, breach or default caused or contributed to by another party, or its Personnel, including:
 - (i) a failure by the other party to achieve a Milestone Date for which the other party is responsible in the Progress Schedule, whether or not such failure is a breach of this agreement;
 - (ii) delay in accessing the IUSA Site, except if the delay is due to the party or its Personnel failing to comply with the Owner's site requirements that had been reasonably communicated to the party or its applicable Personnel in advance; or
 - (iii) delays arising as a result of the Generator's failure to provide the Powerlink Land Minimum Access Requirements to Powerlink;
- (b) a Force Majeure Event affecting the party's ability to comply with its obligations under this agreement or to achieve a Milestone Date for which the other party is responsible in the Progress Schedule;
- (c) any Major Works Change;
- (d) any Generator Works Change;
- (e) any Owner Works Change; or
- (f) Powerlink exercising its right to stop or suspend performance of the Powerlink Works under a Project Document, including clause 16.4 of the Connection and Access Agreement (Failure to provide Financial Security).

5.4 Non-compliance with Progress Schedule

- (a) Subject to Powerlink's rights under clause 6.4, if a party considers that it will not be able to comply with the Progress Schedule, or that party becomes aware of facts or circumstances that are reasonably likely to have a material adverse effect on another party's ability to perform its obligations under this agreement, then the affected party must promptly give each other party a notice stating the relevant facts or circumstances or the reasons for the anticipated non-compliance.
- (b) Upon request by one party to the other parties, the Coordination Committee must meet within 7 Business Days to determine the impact on the Progress Schedule.

5.5 Delays due to missing an Outage Window

The Generator and the Owner acknowledge that:

- (a) if a Scheduled Outage is required for the parties to perform aspects of the Works, Powerlink is required to plan an outage of the *Transmission Network* or communications system (**Outage Window**) for that purpose in advance, including so as to minimise interruptions to its services to other customers and coordinate the outages with AEMO and other users of the *Transmission Network* or communications system;
- (b) if the performance of the Works are delayed, or an Outage Event occurs, it may be necessary for the timing of the Outage Window to be rescheduled or another

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outage arranged by Powerlink in consultation with AEMO and third parties, in which case, the Back Energisation and the Relevant Unit Synchronisation Date may be materially delayed; and

- (c) Powerlink will not be liable to the Owner or the Generator in relation to the delay.

5.6 Powerlink delay

- (a) Except if Powerlink is prevented from doing so by another party's delay or breach of this agreement, if the Powerlink Works are not Completed by the Target Second Practical Completion Date (or, if previously adjusted, the revised Target Second Practical Completion Date), then Powerlink must pay to the Generator, as a debt due and payable to the Generator, liquidated damages in accordance with Schedule 2 (Delays in Powerlink Works) of the Connection and Access Agreement.
- (b) If a revision to the Target Second Practical Completion Date is required or permitted under clauses 5.3 or 6.2, Powerlink may notify the Generator and the Coordination Committee of a revised Target Second Practical Completion Date for the Powerlink Works and any necessary variation to the Progress Schedule, based on a reasonable estimate by Powerlink of the extent to which the event or events referred to in clauses 5.3 or 6.2 affects Powerlink's ability to Complete the Powerlink Works.
- (c) The Generator agrees that no:
 - (i) liquidated damages under Schedule 2 (Delays in Powerlink Works) of the Connection and Access Agreement; or
 - (ii) damages at general law,

are payable by Powerlink for any delay to Completion of the Powerlink Works by the Target Second Practical Completion Date caused by an event or events contemplated by this clause 5.6, except if Powerlink does not Complete the Powerlink Works by any applicable revised Target Second Practical Completion Date.

6. Changes to Works

6.1 Notice of Change

Powerlink must notify the Generator and the Owner about any change to the Powerlink Works before the change is made.

6.2 Minor Works Change

Powerlink may change the Powerlink Works during construction without the Generator's and the Owner's consent if, in Powerlink's reasonable opinion, the change is not likely to have a material effect on:

- (a) the provision of Transmission Services to the Generator under the Connection and Access Agreement;

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- (b) the provision of operation and maintenance services by Powerlink under the Network Operating Agreement;
 - (c) any Works related costs of the Generator or the Owner;
 - (d) the Target Second Practical Completion Date for the Powerlink Works,
- (“**Minor Works Change**”).

6.3 Major Works Change

Powerlink must obtain:

- (a) the Owner’s written consent before making a change to the Powerlink IUSA Works that is not a Minor Works Change; or
- (b) the Generator’s written consent before making a change to the Powerlink Non-IUSA Works that is not a Minor Works Change,

(each a “**Major Works Change**”). The Generator and the Owner must not unreasonably withhold their consent to a Major Works Change requested by Powerlink.

6.4 Generator Works Change

- (a) The Generator must not, without Powerlink’s prior written consent, change the Generator Works (“**Generator Works Change**”) in a way that, in Powerlink's reasonable opinion, is likely to have a material adverse effect on Powerlink’s ability to perform its obligations under this agreement, including its obligations under clause 5.
- (b) Powerlink must not unreasonably withhold their consent to a Generator Works Change requested by the Generator provided that the Owner agrees to revise the negotiated services charges under the Connection and Access Agreement to reflect any actual increase to Powerlink's cost of providing the negotiated services as a result of the Generator Works Change.

6.5 Owner Works Change

- (a) The Owner must not, without Powerlink’s prior written consent, change the Owner Works (“**Owner Works Change**”) in a way that, in Powerlink's reasonable opinion, is likely to have a material adverse effect on Powerlink’s ability to perform its obligations under this agreement or the Network Operating Agreement, including their obligations under clause 5 of this agreement.
- (b) Powerlink must not unreasonably withhold its consent to Owners Works Change requested by the Owner, provided that the Owner agrees to revise the charges under the Network Operating Agreement to reflect any actual increase to Powerlink's cost of providing the O&M Services as a result of the Owner Works Change.

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Part B – Inspection, testing and commissioning

7. Inspection and testing of Owner Works and Powerlink IUSA Works

7.1 Inspection and testing of Owner Works and Powerlink IUSA Works

Subject to clauses 10.6 and 11, the parties agree that, for the purposes of clause 5.7.8 of the Rules, the procedures and requirements in Schedule 4 applies to inspection and testing of plant and equipment comprised within the Powerlink IUSA Works and the Owner Works. Nothing in this clause 7.1 limits the Owner's obligation to carry out, or procure, at the Owner's cost, any tests required to be undertaken as part of the Owner Works.

7.2 No impediment to testing

Powerlink and the Owner agree not to impede each other's exercise of its rights under this clause 7, unless it is entitled to do so under a Project Document, the Rules or a law.

7.3 Costs of testing

The Owner must:

- (a) pay the Charges to Powerlink; and
- (b) bear its own Costs,

in connection with the inspection and testing of the Powerlink IUSA Works and the Owner Works.

8. Compliance testing of Generator Works and Powerlink Non-IUSA Works

8.1 Inspection and testing of Generator Works and Powerlink Non-IUSA Works

Subject to clauses 10.6 and 11, the parties agree that clause 5.7 of the Rules (other than clause 5.7.8) applies to inspection and testing of plant and equipment comprised within the Powerlink Non-IUSA Works and the Generator Works. Nothing in this clause 8.1 limits the Generator's obligation to carry out, or procure, at the Generator's cost, any tests required to be undertaken as part of the Generator Works.

8.2 No impediment to testing

Powerlink and the Generator agree not to impede the other parties' exercise of its rights under this clause 8, unless it is entitled to do so under a Project Document, the Rules or a law.

8.3 Costs of testing

Unless otherwise specified in this agreement, another Project Document or the Rules, Costs in connection with inspection and testing of:

- (a) the Powerlink Non-IUSA Works will be borne by Powerlink; and
- (b) the Generator Works will be borne by the Generator.

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9. Commissioning of Generator Works and Powerlink Non-IUSA Works

9.1 Commissioning of Generator Works and Powerlink Works

Subject to this clause 9, clause 5.8 of the Rules applies to the commissioning of the Generator Works and the Powerlink Non-IUSA Works under this agreement.

9.2 Coordination Committee

The Coordination Committee must plan and co-ordinate the commissioning and testing of the Works, including with respect to:

- (a) the technical procedures for testing and commissioning of the Works;
- (b) the proposed timetable for commissioning of the Works;
- (c) the co-ordination of any necessary exchange of information between the parties (including parameter settings for control and protection equipment and test results);
- (d) the procedures for exchange of notices between the parties about testing and commissioning of the Works;
- (e) liaising with AEMO about the commissioning of the Works to the extent required by the Rules; and
- (f) the safety and health system to be applied to the work, which for the avoidance of doubt will include Powerlink's ESMS applicable requirements including the requirements of SAHVEA and the Green Book unless otherwise agreed under Appendix C SAHVEA and included in an applicable Coordination Plan.

9.3 Refusal to commission or connect

This clause 9 does not affect Powerlink's rights to refuse to commission the Powerlink Non-IUSA Works or connect the Generator Facility (or any part of it) to the *Transmission Network* under clause 10.1.

10. Refusal to connect the Generator Facility

10.1 Technical Breach

Without limiting clause 5.5, Powerlink may refuse to commission the Powerlink Non-IUSA Works or connect the Generator Facility (or any part of it) to the Powerlink Assets or the *Transmission Network* if, in Powerlink's reasonable opinion (whether as a result of testing under clause 8 or otherwise), there is a Technical Breach that is likely to have a material adverse effect on:

- (a) the Powerlink Assets; or
- (b) the IUSA; or
- (c) the operation of the *Transmission Network*; or
- (d) other *Transmission Network* users.

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10.2 Notification

Powerlink agrees to give written notice to the Generator and the Owner of any Technical Breach and any proposed refusal to commission or connect under clause 10.1, including:

- (a) sufficient details to enable the Generator or the Owner (as applicable) to identify the nature of the Technical Breach and to remedy it;
- (b) the date and time of any proposed disconnection (which cannot be sooner than 48 hours after giving the notice); and
- (c) the reasonable period of time in which Powerlink considers the Technical Breach must be remedied.

10.3 Other non-compliance

If a Technical Breach is not likely to have the material adverse effect referred to in clause 10.1, Powerlink may nevertheless refuse to connect the Generator Facility or the Powerlink Assets (or refuse to commission the Powerlink Non-IUSA Works) if the Generator does not:

- (a) remedy the Technical Breach within the reasonable time (being not less than 10 Business Days) specified in a notice from Powerlink requiring it to do so; or
- (b) notify Powerlink within 24 hours of remedying the Technical Breach.

10.4 Exchange of information

The parties agree to use reasonable endeavours to exchange relevant information to facilitate the remedy of any Technical Breach.

10.5 Generator obligations

Powerlink is not obliged to commission the Powerlink Non-IUSA Works, or connect the Generator Facility (or any part of it) to the Powerlink Assets or the *Transmission Network* where it has refused to connect under this clause 10 unless the Generator or the Owner has remedied the Technical Breach or taken steps to avoid the recurrence of the threat to the Powerlink Assets or *Power System Security* to Powerlink's reasonable satisfaction.

10.6 Verification

Prior to the date on which a Generator Unit achieves Back Energisation, Powerlink may inspect and test that Generator Unit (or any relevant part of it) to verify that a Technical Breach has been remedied or that a threat to the Powerlink Assets, the IUSA or *Power System Security* will not recur if it reasonably considers that verification is necessary. The Generator must co-operate reasonably in carrying out any verification under this clause 10.6.

10.7 Other disconnection rights and obligations

Nothing in this clause 10 limits:

- (a) Powerlink's right to terminate under clause 24; or
- (b) Powerlink's disconnection rights or obligations under the Electricity Laws or the WHS Laws.

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Part C – Ongoing obligations

11. Access to Generator Facility

11.1 Powerlink and Owner's rights of access to Generator Facility

The Generator grants each of Powerlink and the Owner a non-exclusive licence to access and use the Generator Facility or any part of it at any time during the Term:

- (a) to construct and Complete the Powerlink Works and Owner Works (and perform all associated work) or any part of the Powerlink Works and Owner Works located on the Generator Facility;
- (b) to install and keep any Powerlink Assets, Powerlink equipment or Owner IUSA Asset (as applicable) that must be located on the Generator Facility;
- (c) to inspect, maintain, repair or replace any Powerlink Assets, Powerlink equipment or Owner IUSA Assets (as applicable) on the Generator Facility;
- (d) to ensure that the Generator Works and the Generator Facility (or any part of it) comply with this agreement and applicable law, including the Electricity Laws;
- (e) to deal with any emergency that relates to or affects the Powerlink Assets, Powerlink equipment or the Owner IUSA Asset (as applicable); and
- (f) to exercise a right or obligation Powerlink or the Owner (as applicable) has under the Project Documents or at law, including the Electricity Laws.

11.2 Conditions of access

Subject to the Coordination Plan and the Generator's rights to give Powerlink or the Owner or any of their employees, agents or contractors reasonable directions about complying with applicable laws, including laws relating to health and safety, if Powerlink or the Owner seeks access to the Generator Facility under this clause 11, that party agrees to:

- (a) except for clause 11.1(e), give reasonable notice to the Generator before exercising its right of access (and, to avoid doubt, is not entitled to access the Generator Facility unless that notice is given);
- (b) subject to the requirements in Schedule 8, comply with the Generator's reasonable operating rules, safety management system and guidelines that relate to access to the Generator Facility;
- (c) use reasonable endeavours to ensure that its access:
 - (i) does not impede the Generator's operations, works or ability to comply with the applicable Electricity Laws or this agreement; and
 - (ii) does not interfere with or damage any plant, materials, stores, or any other property of the Generator; and
- (d) allow the Generator to reasonably supervise the party's activities and conduct when exercising a right of access under this clause 11, but any such supervision

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will not relieve the party exercising the right of access from responsibility for its activities.

11.3 Operating Arrangements for Land Access

The Generator must comply with the Operating Arrangements for Land Access in connection with the exercise of rights and performance of obligations under this clause 11.

11.4 No fee

No fee or other consideration is payable for exercising any rights under this clause 11.

12. IUSA Site access and control

12.1 Control of the IUSA Site

- (a) In this clause, the terms 'principal contractor' and 'workplace' have the same meanings assigned to those terms under the WHS Laws.
- (b) From the Start Date until the First Practical Completion Date, management and control of the IUSA Site, will reside with the Owner or its principal contractor.
- (c) From the Date of Practical Completion until the end of the Term, management and control of the IUSA Site will reside with Powerlink or its principal contractor.

12.2 Powerlink's rights of access prior to First Practical Completion Date

Prior to the First Practical Completion Date for the Owner Works, the Owner grants Powerlink a non-exclusive licence to access and use the IUSA Site or any part of it at any time:

- (a) to construct and Complete the Powerlink Works (and perform all associated work) or any part of the Powerlink Works located on the IUSA Site;
- (b) to install and keep any Powerlink IUSA Assets or Powerlink equipment that must be located on the IUSA Site;
- (c) to inspect, maintain, repair or replace any Powerlink IUSA Assets or Powerlink equipment on the IUSA Site;
- (d) to ensure that the Owner Works and the Owner IUSA Asset (or any part of it) comply with this agreement and applicable law, including the Electricity Laws;
- (e) to deal with any emergency that relates to or affects the Powerlink IUSA Assets or the Powerlink equipment; and
- (f) to exercise a right or perform an obligation it has under agreement the Project Documents or at law, including the Electricity Laws.

12.3 Conditions of Powerlink's access prior to First Practical Completion Date

Subject to the Coordination Plan and the Owner's rights to give Powerlink or any of its Personnel directions about complying with applicable laws, including laws relating to health and safety, if Powerlink seeks access to the IUSA Site under this clause 12.3, Powerlink agrees to:

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- (a) except for access under clause 12.2(e), give reasonable notice to the Owner before exercising its right of access (and, to avoid doubt, is not entitled to access unless that notice is given);
- (b) comply with the Owner's reasonable operating rules, safety management system and guidelines that relate to access to the IUSA Site, provided that if the IUSA Site is on Entity Works or an Associated Site at the time of access the Owner's system is consistent with Powerlink's ESMS applicable requirements including the requirements of SAHVEA and the Green Book;
- (c) use reasonable endeavours to ensure that its access:
 - (i) does not impede the Owner's operations, works or ability to comply with the applicable Electricity Laws or this agreement; and
 - (ii) does not interfere with or damage any plant, materials, stores, or any other property of the Owner; and
- (d) allow the Owner to reasonably supervise Powerlink's activities and conduct when exercising a right of access under this clause 12.

12.4 Access by the Owner on and from First Practical Completion

On and from the First Practical Completion Date, if the Owner (including its Personnel) seeks access to the IUSA Site, it must do so in accordance with the requirements in the Network Operating Agreement. All such access must include compliance with Powerlink's operating rules and safety management system. For the avoidance of doubt, this will include Powerlink's ESMS applicable requirements including the requirements of SAHVEA and the Green Book.

12.5 Easement in gross

No later than [xx] Business Days prior to the Approval Date, the Owner must either (as applicable):

- (a) grant and permit Powerlink to register; or
 - (b) procure the owner of the IUSA Site to grant and permit Powerlink to register,
- an easement in gross over the IUSA Site on the terms in Schedule 9.

13. Access to Entity Works and Associated Sites

Subject to Powerlink's rights to give the Owner or Generator directions about complying with applicable laws, including relating to health and safety, if the Owner (including its Personnel) or Generator (including its Personnel) seeks access to Powerlink's Entity Works or an Associated Site (other than at the IUSA Site which is separately addressed in clause 12) for the purpose of the Generator Works or the Owner Works, the Owner and Generator must, and must each procure that its Personnel:

- (a) except for emergencies, give reasonable notice to Powerlink before accessing the Entity Works or Associated Site (and, to avoid doubt, is not entitled to access unless that notice is given);

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- (b) comply with Powerlink's reasonable operating rules, safety management system and guidelines that relate to access. For the avoidance of doubt, this Safe System of Work will include Powerlink's ESMS applicable requirements including the requirements of SAHVEA and the Green Book;
- (c) use reasonable endeavours to ensure that its access:
 - (i) does not impede Powerlink's operations, works or ability to comply with the applicable Electricity Laws or this agreement; and
 - (ii) does not interfere with or damage any plant, materials, stores, or any other property of Powerlink; and
- (d) allow Powerlink to reasonably supervise their activities and conduct when exercising a right of access under this clause.

14. Communications and stakeholder management

14.1 Land Access Protocol

Each party must gain access to the Sites and conduct itself in accordance with the terms and conditions of the Land Access Protocol.

14.2 Brand use

The Generator and the Owner must, and must ensure that their Personnel:

- (a) only use the Brands for the specific purpose for which it is provided to the Generator or the Owner (as applicable) by Powerlink (and for no other purpose);
- (b) not do anything that may adversely affect the goodwill, value or distinctiveness of the Brands;
- (c) not use the Brands for:
 - (i) any unlawful purpose;
 - (ii) any purpose that may embarrass or adversely affect the reputation of Powerlink or damage the goodwill in Powerlink's Brands; or
 - (iii) any purpose that would bring Powerlink into disrepute.
- (d) comply with all reasonable directions notified to it by Powerlink regarding:
 - (i) the nature, standards, characteristics and quality of the Brands;
 - (ii) the manner in which the Generator or the Owner (as applicable) uses the Brands; and
- (e) not make any addition to, deletion from, or modification to the Brands without Powerlink's prior written consent;
- (f) not use the Brands in conjunction with or as part of any other trade mark, domain name, business names or other names or words (including the Generator or the Owner's own brands) without Powerlink's prior written consent; and

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- (g) to the extent and in the manner reasonably required by Powerlink from time to time, accompany the use of the Brands with words indicating that the Brands are a registered trade mark of Powerlink (or its Related Bodies Corporate).

14.3 Minimum requirements for Personnel

The Owner and the Generator must ensure that all contracts with Personnel that relate to the Works, the IUSA or the Generator Facility contain provisions that are substantially in the form of the provisions in item 1 of Schedule 10.

14.4 Notices

Any notice required to be given under a Project Document must be in writing and given to each other party's nominated contact person by delivery in person, by prepaid post or by fax.

14.5 Contact details

The parties contact details for notices under this agreement are set out in:

- (a) item 2 of Schedule 6; and
- (b) item 1 of Schedule 6.

A party may notify the other in writing from time to time of any change to the contact details for operational communications and notices.

14.6 Deemed receipt of notices

A party is taken to have received a notice under a Project Document:

- (a) immediately when delivered in person;
- (b) after three Business Days when sent by prepaid post;
- (c) immediately after successful transmission is confirmed by the sender's fax machine when sent by fax (except where the notice is faxed outside each other party's normal business hours, in which case, it is deemed to be received at 9.00 am on the following Business Day).

15. Intellectual Property

15.1 Pre-existing IPR

- (a) Unless otherwise agreed between the parties, each party's Intellectual Property Rights already existing as at the Start Date (**Pre-Existing IPR**) will remain with the party.
- (b) To the extent that Powerlink needs to use any of the Owner's or its Personnel's Pre-Existing IPR to perform, or receive the benefit of, the Project Documents, the Owner grants, or will procure its Personnel to grant, Powerlink a perpetual, irrevocable, fully paid-up, non-exclusive licence to:
 - (i) use, reproduce and modify; and
 - (ii) sub-license third parties to use, reproduce and modify,

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that Pre-Existing IPR.

- (c) To the extent that Powerlink needs to use any of the Generator's or its Personnel's Pre-Existing IPR to perform, or receive the benefit of, the Project Documents, the Generator grants, or will procure its Personnel to grant, Powerlink a perpetual, irrevocable, fully paid-up, non-exclusive licence to:
 - (i) use, reproduce and modify; and
 - (ii) sub-license third parties to use, reproduce and modify,that Pre-Existing IPR.

15.2 IPR in Powerlink documents

- (a) Without limiting clause 15.1(a), the Generator and the Owner acknowledge and agree that Powerlink holds all Intellectual Property Rights in or relating to all and each component part of:
 - (i) the Functional Specification and the Interface Specification;
 - (ii) each component of the Delivery Specification that was designed or drafted by Powerlink.
- (b) To the extent that the Owner or the Generator needs to use any of Powerlink's Pre-Existing IPR to perform, or receive the benefit of, the Project Documents, Powerlink grants each of the Owner and the Generator a fully paid-up, non-exclusive licence to use and reproduce that Pre-Existing IPR.

15.3 New IPR

The ownership of any Intellectual Property Rights that are developed or created jointly by the parties for the sole purpose of the Project Documents will vest in Powerlink unless the parties agree otherwise in writing.

15.4 Moral rights

To the extent individuals are entitled to assert any moral rights (as conferred under the *Copyright Act 1968* (Cth)), a party must obtain from any Personnel who are authors of copyright material assigned, licensed or supplied to the other party under this agreement, all necessary consents and waivers in writing authorising the other party to do any act or omission that would otherwise infringe that person's moral rights.

15.5 Further action

Each party must execute such documents or instruments, and do all other things reasonably required by the other party, in order to give effect to the parties' agreement in this clause 15.

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Part D - Financial terms

16. Charges for inspection and testing of IUSA

16.1 Commencement of Charges

Powerlink will charge the Owner, and the Owner must pay to Powerlink, the Charges for the inspection and testing services for the IUSA provided under this agreement by Powerlink.

16.2 How Charges are worked out

The Charges that the Owner must pay to Powerlink, and the dates on which those Charges are payable, are set out in Schedule 5.

16.3 Varying Charges

- (a) The Owner agrees that Powerlink may vary the Charges, or the way it works out the Charges, to the extent necessary to:
 - (i) reflect any changes to law that affect the Charges;
 - (ii) reflect each Major Works Change, Generator Works Change and Owner Works Change; or
 - (iii) recover any increased Costs to Powerlink arising from any delay in completion of either or both of the Generator Works and the Owner Works, except to the extent that the delay was caused or contributed to by Powerlink.
- (b) Powerlink agrees to give the Owner notice of any changes to Charges under clause 16.3 before the change takes effect.

16.4 Additional Taxes

- (a) If any Taxes become payable or are paid by Powerlink in relation to any services provided under this agreement, those Taxes will be added to the Charges payable by the Owner.
- (b) Powerlink agrees to provide the Owner with reasonable information as to the basis on which any additional Taxes are to be added to the Charges as soon as reasonably practicable before that occurs.

16.5 Escalation

The parties agree that the escalation formula set out in item 1.4 of Schedule 5 will apply for the escalation of the Charges.

17. Billing and payment

17.1 Monthly invoice

Powerlink agrees to invoice the Owner as soon as practicable after:

- (a) the Notice to Proceed Date in relation to the Fixed Charges, Taxes and GST payable under this agreement; and

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- (b) the end of each Billing Period for any additional Charges, costs, Taxes and GST payable by the Owner to Powerlink in relation to that Billing Period under this agreement.

17.2 Payment

Unless this agreement states otherwise, the Owner agrees to pay an invoice issued under clause 17.1 or any other invoice issued in accordance with this agreement, within 5 Business Days from the date of the invoice by paying the invoiced amount into an account nominated in writing from time to time by Powerlink.

17.3 Default interest

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.

18. Disputed invoices

18.1 Substantiating charges

Each party must provide any relevant supporting material, data or information reasonably requested (in writing) by each other party to substantiate Charges appearing on an invoice issued under clause 17.1.

18.2 Payment of disputed amounts

If the Owner, acting reasonably and in good faith, disputes an item appearing on an invoice issued under clause 17.1 (not solely to delay payment of amounts that are properly payable), then the Owner must pay all undisputed amounts on the invoice and 50% of the disputed amounts by the due date and try to resolve the dispute under clause 18.3.

18.3 Resolving dispute

Powerlink and the Owner must try to resolve any disputes under clause 18.2 promptly and in good faith.

18.4 Referral to expert resolution

If the dispute cannot be resolved informally within 10 Business Days of the original due date for payment, either Powerlink or the Owner may refer the dispute to the dispute resolution procedure under clause 28.

18.5 Payment following resolution

If the resolution of the dispute requires that any outstanding amounts be paid, then those amounts plus interest must be paid within 10 Business Days of resolution of the dispute with interest accruing at the Interest Rate from the original due date for payment.

18.6 Refund following resolution

If the resolution of the dispute requires that any amounts already paid must be refunded, then those amounts plus interest must be refunded within 10 Business Days of resolution of the dispute with interest accruing at the Interest Rate from the date the amounts were paid.

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19. Financial security

- (a) The Generator acknowledges that:
 - (i) it must provide financial security to Powerlink; and
 - (ii) such financial security must be maintained, reinstated or replaced, in accordance with the Connection and Access Agreement.
- (b) The Owner acknowledges that:
 - (i) it must provide financial security to Powerlink; and
 - (ii) such financial security must be maintained, reinstated or replaced, in accordance with the Network Operating Agreement.

20. Insurance

20.1 Owner to take out insurance for period prior to First Practical Completion Date

Between the Start Date and the First Practical Completion Date, the Owner must, at its own cost, take out, maintain and comply with the insurance policies (“**Owner Insurance**”) for:

- (a) loss or damage to the IUSA and the Owner Works for an amount of not less than the Construction Insurance Amount;
- (b) liability and bush fire coverage including, at a minimum:
 - (i) loss or damage to real or personal property of Powerlink, including, without limitation, financial and economic loss resulting from such loss or damage, arising out of or in connection with this agreement;
 - (ii) personal injury to, or death of, any person; and loss or damage to real and personal property of any person (but not Powerlink), including, without limitation, financial and economic loss resulting from such injury, death, loss or damage, arising out of or in connection with this agreement,for an amount of not less than the Liability Insurance Amount;
- (c) professional indemnity for an amount of not less than the Professional Indemnity Insurance Amount; and
- (d) workers compensation insurance and any insurance relating to the ownership of the Owner IUSA Assets which is mandated by law from time to time,

with a reputable insurer approved by Powerlink (acting reasonably).

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20.2 Owner Insurance requirements

Each Owner Insurance policy must:

- (a) comply with all applicable laws and satisfy Powerlink's reasonable requirements as notified in writing to the Owner, from time to time during the Term, including requirements about:
 - (i) details of exclusions and deductibles;
 - (ii) categories of risks to be covered; and
 - (iii) any change to the required level of cover, or other insurance terms and conditions, to reflect any material change in risk profile or exposure during the Term; and
- (b) except in respect of Insurance policies under clauses 20.1(c) and 20.1(d), be endorsed to:
 - (i) insure Powerlink and its Personnel for their respective rights and interests;
 - (ii) include a cross liability clause, noting that each of the parties comprising the insured will be considered as a separate entity, and the insurance applies as if a separate policy has been issued to each party;
 - (iii) waive all express or implied rights of subrogation against Powerlink and its Personnel; and
 - (iv) include a clause that provides that a breach of condition or term of insurance by one insured will not adversely affect the cover provided to another insured under the policy.

20.3 Owner compliance

The Owner must:

- (a) reinstate an Owner Insurance if it lapses;
- (b) not do or permit to be done any act that may cause the Owner Insurance to be avoided, cancelled or adversely affected unless it has Powerlink's written consent; and
- (c) notify Powerlink if:
 - (i) the Owner gives the insurer a notice under the Owner Insurance policy (including a notice of claim) relevant to Powerlink's interests; or
 - (ii) the insurer intends to change or cancel the Owner Insurance policy where such change or cancellation would significantly reduce Powerlink's ability to benefit from the Owner Insurance.

20.4 Owner to take out insurance for period after First Practical Completion Date

From the First Practical Completion Date, the Owner must, at its own cost, take out, maintain and comply with the insurance policies specified in clause [11] (Insurance) of the Network Operating Agreement.

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20.5 Generator to take out insurance

During the Term, the Generator must, at its own cost, take out, maintain and comply with insurance policies (“**Generator Insurance**”) covering the Generator’s risk for liability to Powerlink for:

- (a) loss or damage to real and personal property of Powerlink, including financial and economic loss resulting from such loss or damage, arising out of or in connection with this agreement, for an amount of not less than the Required Insurance Amount; and
- (b) personal injury to, or death of, any person; and loss or damage to real and personal property of any person (but not Powerlink), including, financial and economic loss resulting from such injury, death, loss or damage, arising out of or in connection with this agreement, for an amount of not less than the Required Insurance Amount,

with a reputable insurer approved by Powerlink (acting reasonably).

20.6 Generator Insurance requirements

Each Generator Insurance policy must comply with all applicable laws and satisfy Powerlink’s reasonable requirements as notified in writing to the Generator, from time to time during the Term, including requirements about:

- (a) details of exclusions and deductibles;
- (b) categories of risks to be covered; and
- (c) any change to the required level of cover, or other insurance terms and conditions, to reflect any material change in risk profile or exposure during the Term.

20.7 Generator compliance

The Generator must:

- (a) reinstate the Generator Insurance if it lapses;
- (b) not do or permit to be done any act that may cause the Generator Insurance to be avoided, cancelled or adversely affected unless it has Powerlink’s written consent; and
- (c) notify Powerlink if:
 - (i) the Generator gives the insurer a notice under the Generator Insurance policy (including a notice of claim) relevant to Powerlink’s interests; or
 - (ii) the insurer intends to change or cancel the Generator Insurance policy where such change or cancellation would significantly reduce Powerlink’s ability to benefit from the Generator Insurance.

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20.8 Powerlink to take out insurance

On and from the First Practical Completion Date, Powerlink must, at its own cost, take out, maintain and comply with:

- (a) the level of insurance it determines from time to time, in sole discretion, is required to operate its *Transmission Network* (including the IUSA); and
- (b) workers compensation insurance and any insurance relating to the Powerlink Works which is mandated by law from time to time.

20.9 Evidence of insurance

Upon request by another party, a party must provide a current certificate of insurance to the requesting party in relation to the insurances the party is required to hold under this agreement.

20.10 Certificate of insurance requirements

A certificate of insurance must include details of:

- (a) all insurers for the policy;
- (b) the cover provided, including any exclusions applicable to the policy;
- (c) the limits of liability and any excess or deductibles under the policy; and
- (d) the commencement and expiry dates and times for the policy.

21. Costs and duty

21.1 Expenses

Except to the extent expressly provided otherwise in a Project Document, each party must pay its own expenses (except duty) incurred in connection with:

- (a) the negotiation, preparation, execution and registration of the Project Documents;
- (b) the transactions the Project Documents contemplate; and
- (c) any amendment to, or any consent, approval, waiver, release or discharge connected to the Project Documents.

21.2 Duty

As between the parties, the Generator is liable for and must pay all duty imposed on the Project Documents. The Generator agrees to reimburse Powerlink and the Owner, on demand, for any duty paid by them on any or all of the Project Documents.

21.3 Definitions

In clause 21.2:

- (a) “**duty**” means any duty, however described, including any interest, penalty or fine; and

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- (b) **“agreement”** includes any transaction arising under, and any document of instrument executed pursuant to, a Project Document.

22. GST

22.1 GST gross up

If GST is imposed on any Supply made under or in relation to a Project Document, and GST is not stated to be included in the consideration payable for the Supply (or clause 22.6 does not apply to the consideration), then the Recipient must pay an additional amount for GST equal to the consideration for the Taxable Supply multiplied by the rate of goods and services tax in addition to and at the same time as that consideration is payable or to be provided for the Supply, or otherwise on demand.

22.2 Tax Invoice

The Recipient is not required to pay the additional amount unless the Supplier provides a Tax Invoice.

22.3 GST adjustment

If the amount of GST recovered by the Supplier from the Recipient differs for any reason from the amount of GST payable at law by the Supplier in respect of the Supply, the amount payable by the Recipient to the Supplier must be adjusted accordingly. If an Adjustment Event occurs in relation to a Supply, the Supplier must issue an Adjustment Note to the Recipient in relation to that Supply within 14 days of becoming aware of the Adjustment Event.

22.4 Tax credits

Despite any other clause in a Project Document, the Supplier is not entitled to recover from the Recipient any amount of GST that the Supplier has paid or is liable to pay in relation to or in connection with any Supply acquired by the Supplier from a third party if the Supplier has received, or is entitled to, an Input Tax Credit or refund for that amount of GST.

22.5 GST and liability caps

Where, under the terms of a Project Document, the liability of either party is limited to a maximum dollar amount, the parties acknowledge that the dollar amount is exclusive of the GST payable, if any.

22.6 GST exclusive consideration

Except where expressly stated otherwise, the Charges and any other consideration in a Project Document are expressed as exclusive of GST.

22.7 Definitions

In this clause, the terms **“Adjustment Event”**, **“Adjustment Note”**, **“GST”**, **“Input Tax Credit”**, **“Recipient”**, **“Supply”** and **“Tax Invoice”** have the meanings given to those terms in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). The term **“Supplier”** means a party that makes a Supply.

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Part E - Term and Termination

23. Term

The “**Term**” starts on the Start Date and ends on the End Date, unless terminated earlier under clause 24.

24. Termination

24.1 Termination by Powerlink for other party breach

Prior to the First Practical Completion Date, Powerlink may terminate this agreement by written notice where:

- (a) the Owner or the Generator commits a Financial Breach and fails to remedy the Financial Breach within 10 Business Days of receiving notice requiring it to do so; or
- (b) the Owner or the Generator commits a Non-Financial Breach and fails to remedy the Non-Financial Breach within the reasonable period of time specified in the notice.

24.2 Termination for Insolvency

Unless prohibited or stayed from doing so by law, a party may, prior to the First Practical Completion Date, terminate this agreement by notice to the other parties if one of the other parties is Insolvent. A party who becomes Insolvent must immediately notify the other parties.

24.3 Termination for Change in Control

- (a) The Generator and the Owner must provide Powerlink with notice of any Change in Control in relation to the Generator or the Owner (as applicable) (**Relevant Counterparty**), including any imminent or proposed Change in Control. The notice must include sufficient details of the Change in Control and the Relevant Counterparty agrees to promptly provide Powerlink with information requested by Powerlink about the nature and effect of the Change in Control.
- (b) Powerlink may terminate this agreement by notice to the Relevant Counterparty where there is a Change in Control of the Relevant Counterparty without Powerlink’s prior written consent. This clause does not apply where Powerlink unreasonably withheld its consent. The Relevant Counterparty agrees that it is reasonable for Powerlink to withhold its consent if
 - (i) the Relevant Counterparty is in breach of a Project Document; or
 - (ii) Powerlink considers, acting reasonably, that as a result of the Change in Control the Relevant Counterparty will no longer have:
 - (A) the legal capacity, power and authority to continue being a party to and perform the obligations of the Relevant Counterparty under a Project Document; or

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- (B) the relevant technical expertise or financial capability required to exercise its rights and carry out its obligations under a Project Document.
- (c) Before exercising a right of termination under this clause 24, Powerlink must provide the Relevant Counterparty with a notice of its intention to terminate this agreement and allow the Relevant Counterparty five Business Days from the date of the notice to obtain Powerlink's written consent to the Change in Control of the Relevant Counterparty (not to be unreasonably withheld or delayed).

24.4 No termination by Owner

- (a) The Owner may not terminate this agreement prior to the expiry of the Term and foregoes any right or entitlement under law to do so.
- (b) Nothing in clause 24.4(a) affects or limits any remedy, other than termination, available to the Owner in respect of a breach of agreement by Powerlink, including damages for breach.

24.5 Termination by Generator for convenience

The Generator may, subject to paying the Termination Costs to Powerlink in accordance with the Connection and Access Agreement, terminate this agreement and the Connection and Access Agreement for convenience:

- (a) before the Second Practical Completion Date, immediately by giving Powerlink and the Owner notice and the termination takes effect on the date that Powerlink receives the notice from the Generator; or
- (b) on or after the Second Practical Completion Date and before the End Date, by giving Powerlink and the Owner six months' notice and the termination takes effect on the date that is six months' after the date that Powerlink receives the notice from the Generator.

24.6 Termination by Powerlink for extended Force Majeure

Powerlink may terminate this agreement under clause 30.8.

24.7 Termination in relation to Works Approvals

Powerlink may terminate this agreement under clause 1.2.

24.8 Termination by Powerlink for failure to give Notice to Proceed

Powerlink may terminate this agreement by notice to the Generator where Powerlink does not receive a Notice to Proceed within three months of the Start Date.

25. After expiry or termination

25.1 Termination Costs

Upon termination or expiry of this agreement:

- (a) the provisions of clause [22] (Termination Costs) of the Connection and Access Agreement will apply as between Powerlink and the Generator; and

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- (b) the provisions of clause [20] (Termination Costs) of the Network Operating Agreement will apply as between Powerlink and the Generator.

25.2 Survival of terms

Termination or expiry of all or part of this agreement for any reason does not affect:

- (a) any rights of any party against another party that:
 - (i) arose before the termination or expiry; and
 - (ii) otherwise relate to any breach or non-observance of this agreement occurring before termination or expiry; or
- (b) the rights and obligations of the parties under this clause 25 and clauses 17, 24 and 29 and any other clauses to the extent they are necessary for the interpretation or effectiveness of these clauses.

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Part F - Legal terms

26. Liability and indemnity

26.1 Liability excluded

- (a) As far as the law permits, Powerlink will not be liable:
 - (i) to the Generator for any loss, injury, damage or expense suffered or incurred by the Generator in relation to this agreement (whether in contract, tort or otherwise), except to the extent provided in clause [24] (Liability and indemnity) of the Connection and Access Agreement;
 - (ii) to the Owner for any loss, injury, damage or expense suffered or incurred by the Owner in relation to this agreement (whether in contract, tort or otherwise), except to the extent provided in clause [22] (Liability and indemnity) of the Network Operating Agreement.
- (b) As far as the law permits, the Generator will not be liable to Powerlink for any loss, injury, damage or expense suffered or incurred by Powerlink in relation to this agreement (whether in contract, tort or otherwise), except to the extent provided in clause [24] (Liability and indemnity) of the Connection and Access Agreement.
- (c) As far as the law permits, the Owner will not be liable to Powerlink for any loss, injury, damage or expense suffered or incurred by Powerlink in relation to this agreement (whether in contract, tort or otherwise), except to the extent provided in clause [22] (Liability and indemnity) of the Network Operating Agreement.

26.2 Indemnity for additional Costs

Each of the Generator and the Owner indemnify Powerlink and its officers, employees and agents, against any loss, damage or Costs incurred by Powerlink arising out of or in connection with a delay in the Generator Works or the Owner Works, respectively, except to the extent that the delay arose due to Powerlink's negligence, breach of law, breach of this agreement or breach of the Land Access Protocol.

26.3 Indemnity for breach of Coordination Plan

Subject to clause 26.1, each party (“**First Party**”) indemnifies each other party (“**Affected Party**”) and its officers, employees and agents, against all Costs incurred by the First Party arising from, or in respect to, the First Party's non-compliance with the Coordination Plan or the Land Access Protocol.

26.4 Mitigation

A party must take all reasonable steps to mitigate the extent of any:

- (a) loss that it suffers or incurs as a result of another party's breach of this agreement; and
- (b) loss, damage or expense that it suffers or incurs resulting from a Third Party Claim.

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26.5 Contribution to loss suffered

If a party makes a claim against the other party under the Project Documents and the party making the claim has contributed to the loss that it has suffered, any entitlement to damages or compensation of the party making the claim will be proportionally reduced, taking into account the extent to which it has contributed to the loss.

26.6 Exclusion of Warranties

Subject to the *Competition and Consumer Act 2010* and the express provisions of the Project Documents, all warranties, terms, conditions and guarantees about the provision of a party's Works that may be implied or imposed by use, statute or otherwise are excluded to the maximum extent allowed by law.

27. Compliance with the Rules

27.1 General Compliance

- (a) Subject to clause 27.1(b), each party must comply with its relevant obligations under the Rules so far as they related to the Project Documents.
- (b) This clause 27 does not apply to any security agreement relating to the Network Operating Agreement, the Connection and Access Agreement or this agreement.

27.2 Generator Compliance

The Generator must:

- (a) if it is not a *Registered Participant*, comply with the Rules as if it were, for the purposes of this agreement and the Connection and Access Agreement; and
- (b) to the extent that it takes electricity from the *Transmission Network* at the Transmission Network Connection Point, comply with the relevant obligations imposed on a *Customer* under the Rules (whether or not it is registered as a *Customer* or a *Generator*).

27.3 Owner Compliance

The Owner must, if it is not a *Registered Participant*, comply with the Rules as if it were, for the purposes of this agreement and the Network Operating Agreement.

27.4 Non-compliance

A breach of clauses 27.1 to 27.3 is not grounds for terminating this agreement or any Project Document. This clause does not take away any right to terminate on other grounds arising out of the same conduct, if they exist.

27.5 Inconsistency

To avoid any doubt, if there is an inconsistency between clause 27.1 and any other obligation of a party under a Project Document (“**Inconsistent Obligation**”):

- (a) clause 27.1 prevails; and

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- (b) the failure of a party to comply with the Inconsistent Obligation is not a breach of the Project Document and does not give rise to any remedy under the Project Document for non-compliance with the Inconsistent Obligation.

27.6 Notice of inconsistency

A party that intends to rely on clause 27.5 must notify each other party as soon as practicable after it becomes aware of the inconsistency.

27.7 Rule standards

Unless this agreement expressly states otherwise, where the Rules and a Project Document each require performance of an act to a particular standard, and the Rules do not allow the parties to negotiate about the standard, the standard in the Rules takes precedence (even if it is less onerous). In that case, failure to comply with the more onerous requirements of the Project Document is not a breach.

28. Dispute resolution

28.1 Mandated procedure

Any dispute (other than disputes under clause 31) that arises between any two or more parties under one or more Project Documents (such parties being, in relation to the dispute, the “**Disputing Parties**”), must be resolved in accordance with this clause 28.

28.2 Disputes to which the Rules apply

If the dispute is a dispute that the Rules state in clause 5.5 of the Rules, or Chapter 8, must be resolved using the procedures set out in the Rules (“**Rules Procedures**”), the Disputing Parties must use the Rules Procedures to resolve the dispute and the remainder of this clause 28 will not apply.

28.3 No Rules dispute

Where the Rules allow the Disputing Parties to resolve a dispute about a matter relating to or arising out of the Rules without using Rules Procedures, the Disputing Parties agree that they will resolve the dispute under this clause 28 and not under the Rules Procedures and to avoid doubt, clause 8.2 of the Rules will not apply to that dispute.

28.4 Resolution by senior management

In the first instance, the Disputing Parties must refer any dispute to their respective chief executive officers (or their nominees) who must try and resolve the dispute to their mutual satisfaction within 10 Business Days.

28.5 Resolution by expert

If the dispute has not been resolved under clause 28.4 a party may give notice to the other that the dispute should be referred to an expert for determination.

28.6 Expert’s qualifications

The expert must:

- (a) be appropriately qualified and experienced in the area of the dispute;

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- (b) have no interest or duty that conflicts or may conflict with his or her function as expert;
- (c) not be employed by either party or any of their related entities and not have been involved with a prior dispute or have provided services to either party in Queensland within 24 months prior to engagement; and
- (d) have agreed to maintain strict confidentiality about all matters he or she learns while acting as the expert.

28.7 Appointing expert

If the Disputing Parties cannot agree on who to appoint as the expert within 14 days of giving the notice under clause 28.5, the expert will be appointed by:

- (a) for disputes predominantly about financial matters, the President for the time being of the Institute of Arbitrators and Mediators Australia;
- (b) for all disputes predominantly about technical matters, the President for the time being of the Institute of Engineers, Australia; or
- (c) for any other dispute, the President for the time being of the Queensland Law Society.

28.8 Expert not arbitrator

Any person nominated or appointed as an expert under this clause 28 is an expert and not an arbitrator. The Disputing Parties agree that the law relating to arbitration (including, the *Commercial Arbitration Act 2013 (Qld)*) does not apply to the expert or the expert's determination or the procedures the expert may reach in his or her determination.

28.9 Procedural rules

In determining the dispute, the expert is not bound by any rules of procedure or evidence and may seek the advice of independent advisers.

28.10 Expert's costs

Unless the expert determines otherwise, the Disputing Parties agree to bear equally the reasonable Costs of the expert and his or her advisers.

28.11 Expert's terms of appointment

The Disputing Parties must ensure that the expert's terms of appointment include the following requirements:

- (a) the expert must consult with the Disputing Parties concerning the matters under dispute;
- (b) the expert must keep confidential all information provided by or on behalf of the Disputing Parties to the expert;
- (c) the expert may investigate the matters under dispute and make inquiries in relation to them, and take the advice of any other person the expert wishes;

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- (d) the expert must make a draft report available to the Disputing Parties within 20 Business Days of their appointment;
- (e) the expert must meet with representatives of the Disputing Parties to discuss any queries they may have in relation to the draft report; and
- (f) the expert will use reasonable endeavours to notify the Disputing Parties of the expert's determination within 35 Business Days of the reference to the expert.

28.12 Expert's liability

The Disputing Parties agree that the expert will not be liable in contract, tort (including negligence) or otherwise for any loss or damage incurred by a party or any other person as a consequence of any matter or thing done or omitted to be done by the expert if the matter or thing was done or omitted in good faith for the purposes of carrying out the responsibilities of the expert as contemplated by this clause 28 (and if required by an expert, the Disputing Parties will enter into an agreement or agreement with the expert agreeing that this clause 28.12 applies and binds them in relation to the matters referred to the expert).

28.13 Expert's investigations

The Disputing Parties must comply with all reasonable requests by an expert appointed in accordance with this clause 28 for information relating to the matters giving rise to their appointment.

28.14 Binding nature of determination

On notification by the expert of the expert's determination under clause 28.11(f) the Disputing Parties are bound by that determination.

28.15 Recourse to litigation

If a dispute remains unresolved 60 days after referral of the dispute to the expert, then either party may commence legal proceedings to resolve the dispute and any other related dispute (whether the subject of a referral to the expert or otherwise).

28.16 Urgent interlocutory relief

Nothing in this clause 28 prevents a party from seeking urgent interlocutory relief (including, an injunction or declaration) from a court of competent jurisdiction in Queensland.

29. Confidentiality

29.1 General Obligation

All Confidential Information, and the fact of its existence, must be held and kept confidential by the parties.

29.2 Use

A party may only use Confidential Information received from each other party to implement this agreement and to comply with its obligations under this agreement, the Rules or the Electricity Laws, provided always that it may disclose Confidential Information for the purposes permitted by clause 27.3.

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29.3 Disclosure

A party (“**Receiving Party**”) may only disclose Confidential Information received from another party (“**Disclosing Party**”):

- (a) to a bona fide intending assignee (or person seeking to take control via a Change in Control) of the party upon obtaining a similar undertaking of confidentiality in favour of the Receiving Party to that set out in this clause 29 from the intending assignee;
- (b) to its professional consultants and advisers for the purpose of obtaining professional advice, upon obtaining a similar undertaking of confidentiality in favour of the Disclosing Party to that set out in this clause 29;
- (c) to any bank or financial institution from whom the party is seeking to obtain finance upon obtaining a similar undertaking of confidentiality in favour of the Disclosing Party to that set out in this clause 29;
- (d) to the extent that the Receiving Party reasonably believes disclosure is required to enable the Receiving Party to comply with obligations under, or exercise rights under, the Rules;
- (e) to the extent that the Confidential Information that is to be disclosed has become generally available to the public other than as a result of an unauthorised disclosure by the Receiving Party, or any of its Associates;
- (f) if Powerlink is the Receiving Party, to its Shareholding Ministers, as required by any one or more of its Shareholding Ministers;
- (g) to the extent the disclosure is required either by any law or the listing requirements of any recognised stock exchange; or
- (h) to the Receiving Party's Associates and Related Bodies Corporate.

29.4 Consent

A Receiving Party may not use or disclose Confidential Information received from a Disclosing Party for any purpose other than in accordance with clause 29.2 or 29.3 without the prior written consent of the Disclosing Party. A party giving consent under this clause may give consent subject to reasonable conditions.

29.5 Associates

Each Receiving Party must ensure that its Associates who are at any time in possession of Confidential Information observe and comply with this clause 29. To avoid doubt, each Receiving Party is responsible for the acts or omissions of its Associates in relation to Confidential Information.

29.6 Notice of Disclosure

If a Receiving Party intends to disclose Confidential Information of a Disclosing Party under clause 29.3(f) or 29.3(g), then that Receiving Party will give reasonable notice of the intended disclosure to the Disclosing Party (including details of the Confidential

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Information to be disclosed and the third party to whom it is to be disclosed) to the extent that it is legally able to do so.

29.7 Public announcements

Where a Receiving Party is entitled to make a public disclosure under clause 29.3 or otherwise proposes to make a public announcement about matters related to this agreement, the Receiving Party agrees to use reasonable endeavours to consult with the Disclosing Party prior to making the public disclosure.

29.8 Announcements about assets

Despite clause 29.7, a party may, except as required by law, make a public announcement about the condition or operation of another party's assets without that other party's prior written consent, which cannot be unreasonably withheld.

29.9 Network data

Nothing in this clause 29 prevents Powerlink from measuring data on the *Transmission Network* or from using, adapting or disclosing that data for any purpose. Powerlink owns all data produced by each and all of the Generator Facility, the IUSA or the *Transmission Network*.

29.10 Forecasts

To enable Powerlink to comply with its Rules obligations relating to network planning, the Generator agrees to provide Forecasts to Powerlink. Powerlink may publish the Forecasts with the Generator's consent (which must not be withheld unreasonably).

29.11 Receiving Party's return or destruction of records

- (a) At the Disclosing Party's request or on termination or expiry of this agreement (whichever occurs first), each Receiving Party must immediately at its cost:
 - (i) stop using the Disclosing Party's Confidential Information; and
 - (ii) subject to clause 29.11(b), deliver to the Disclosing Party, erase or destroy the Disclosing Party's Confidential Information (and provide evidence of such erasure or destruction reasonably satisfactory to the Disclosing Party),

which is in the possession, power or control of the Receiving Party or of any person to whom it has given access to the Disclosing Party's Confidential Information.

- (b) Powerlink may retain documents and other materials containing, recording or referring to Confidential Information and electronic and other intangible records containing, recording or referring to Confidential Information as required by and in accordance with any applicable law, including the *Public Records Act 2002* (Qld).

30. Force Majeure

30.1 Suspension of obligations

If a party to this agreement is unable wholly or in part to perform any Non-Financial Obligation under this agreement on time and as required because of the occurrence of a Force Majeure Event, then for the duration of the Force Majeure Event, the rights and

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Non-Financial Obligations of the parties under this agreement will be suspended in whole or in part, as the case may require, to the extent that the ability of a party (the “**Affected Party**”) to perform any of its Non-Financial Obligations is adversely affected by a Force Majeure Event.

30.2 Effect of Force Majeure Event

Suspension of any Non-Financial Obligations under clause 30.1 does not affect any rights or obligations that may have accrued prior to the suspension or, if the Force Majeure Event affects only some Non-Financial Obligations, any other obligations or rights of the parties.

30.3 Mitigation of Force Majeure Event

Subject to clause 30.6, the Affected Party must use all reasonable endeavours to remove, overcome or minimise the effects of the Force Majeure Event as quickly as possible, and each other party must cooperate and give such assistance as the Affected Party may reasonably request in connection with the Force Majeure Event.

30.4 Failure to mitigate

The period of suspension under clause 30.1 will exclude any delay in the Affected Party’s performance of those Non-Financial Obligations attributable to a failure by the Affected Party to comply with clause 30.3.

30.5 Industrial action

Nothing in this clause 30 requires the Affected Party to settle any industrial dispute in any way it does not want to.

30.6 End of Force Majeure Event

The Affected Party must resume performance of any suspended obligation as soon as possible after the Force Majeure Event ends.

30.7 Notice of Force Majeure Event

If a party reasonably considers that a Force Majeure Event has occurred affecting it, it must:

- (a) notify each other party of the circumstances and affected obligations;
- (b) keep each other party informed reasonably regularly of the likely duration of the Force Majeure Event and the mitigation action being taken; and
- (c) notify each other party when the Force Majeure Event ends or has been successfully mitigated.

30.8 Extended Force Majeure

Powerlink may notify the Generator in writing that this agreement is terminated if:

- (a) a party has notified each other party of a Force Majeure Event under clause 30.7; and

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- (b) the Force Majeure Event has continued for more than 6 months from the date of the notice.

31. Re-negotiating Project Documents

31.1 Change Event

A party may give notice to each other party to a Project Document if it becomes aware of the occurrence or likely occurrence of any Change Event that materially reduces the rights or increases the obligations of that party in connection with the Project Document or otherwise materially affects the ability of that party to perform its obligations under a Project Document.

31.2 Notice of Change Event

A notice given in accordance with clause 31.1 must set out:

- (a) details of the relevant Change Event;
- (b) the manner in which the change materially affects the notifying party's rights and/or obligations under a Project Document; and
- (c) a summary of the variations to a Project Document that are proposed by the notifying party.

31.3 Configuration Changes

- (a) At any time during the Term, a party may give a request in writing to each other party proposing material changes to any or all of the Generator Asset Boundary, the IUSA Asset Boundary or the Powerlink Connection Assets (“**Configuration Changes**”), including:
 - (i) changes to the use or operation of the Powerlink Connection Assets;
 - (ii) changes to accommodate increased demand on the Transmission Network or increased transfer of electricity through the Powerlink Connection Assets;
 - (iii) the addition of new connection assets or the removal of the existing Powerlink Connection Assets.
- (b) To avoid doubt, a change to the Generator Asset Boundary, the IUSA Asset Boundary or the Powerlink Connection Assets that does not have a material adverse effect on Powerlink’s ability to comply with its obligations under any or all of:
 - (i) clause [1.1] (Provision of Transmission Services by Powerlink) of the Connection and Access Agreement; or
 - (ii) clauses [2] (Use and control of IUSA and IUSA Site), [3] (Operation and Maintenance of IUSA), [4] (Warranties, Defect Liability Period and reinstatement of IUSA) and [5] (Telecommunications) of the Network Operating Agreement,

is not a material change for the purposes of this clause.

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31.4 Notification

A request under clause 31.3 must:

- (a) describe the proposed Configuration Changes in sufficient detail to allow each other party to assess the impact of the changes on its rights and obligations under a Project Document and the Electricity Laws;
- (b) describe any works necessary to implement the Configuration Changes and identify which party may be required to carry out the works;
- (c) state the time by which it proposes that the Configuration Changes should be implemented; and
- (d) summarise the variations that may be required to a Project Document to accommodate the Configuration Changes including, for example, changes to:
 - (i) technical or operational terms and associated schedules;
 - (ii) metering arrangements;
 - (iii) commissioning or decommissioning arrangements; and
 - (iv) Charges.

31.5 Negotiations

Following receipt of a notice given in accordance with clause 31.1 or 31.3, the parties must negotiate in good faith, and use reasonable endeavours to agree upon the changes to a Project Document necessary to accommodate the relevant Change Event or Configuration Change, such that:

- (a) the benefits, roles and responsibilities of the parties are maintained; and
- (b) so far as possible, a party is not to be materially disadvantaged because of the change or event.

31.6 Disputes

If the parties cannot agree under clause 31.5, the dispute may be resolved in accordance with clause 28.4. To avoid any doubt, except for clauses 28.2 and 28.3, the remaining clauses of clause 28 do not apply to a dispute under this clause. Nothing in this clause prevents a party from exercising its rights under clause 8.2 of the Rules.

31.7 Implementing change

The parties agree not to implement any changes contemplated by this clause 31 until a Project Document has been amended in writing.

32. Precedence of documentation

In the event of any inconsistency between the provisions of any of the Project Documents, the inconsistency is to be resolved in the order of precedence in item 5 of Schedule 3.

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33. General

33.1 Entire agreement

Each Project Document (including any schedules and appendices) contains the entire understanding between the parties to that Project Document as to the Project Document's subject matter.

33.2 Giving effect to this agreement

Each party to a Project Document must do anything (including executing any document), and must ensure that its employees and agents do anything (including executing any document), that each other party may reasonably require to give full effect to the Project Document.

33.3 Amending agreement

A party to a Project Document may amend the Project Document or waive one of its provisions by executing a written variation or waiver, but not otherwise, except where the Project Document expressly provides otherwise.

33.4 No representations or warranties

Each party to a Project Document acknowledges that in entering into the Project Document it has not relied on any representations or warranties about its subject matter, except as expressly provided by the written terms of the Project Document.

33.5 Indemnities

Unless expressly stated otherwise in a Project Document, the indemnities in a Project Document are continuing obligations, independent from the other obligations of the parties under the Project Document and continue after the Project Document ends. It is not necessary for a party to incur an expense or make a payment before enforcing a right of indemnity under a Project Document.

33.6 Severability

If the whole or any part of a provision under a Project Document is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of the Project Document has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the Project Document or is contrary to public policy.

33.7 Assignment

- (a) Subject to clause 33.7(b), a party (“**Proposed Assignor**”) must not assign or transfer its rights and obligations under a Project Document without the consent of each other party to that Project Document (each a “**Continuing Party**”), which must not be unreasonably withheld. The Proposed Assignor acknowledges that it is reasonable for a Continuing Party to refuse its consent to an assignment by the Proposed Assignor unless and until:
 - (i) if at the time of assignment the Proposed Assignor is in breach of a Project Document, the Proposed Assignor remedies all outstanding breaches;

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- (ii) the Continuing Party is satisfied, acting reasonably, that the proposed assignee has the legal capacity, power and authority to become a party to and perform the obligations of the Proposed Assignor under the Project Documents and has the relevant technical expertise and financial capability required to exercise rights and carry out obligations of the Proposed Assignor under the Project Documents;
 - (iii) the proposed assignee enters into a deed of assignment with the Continuing Party, on terms and conditions acceptable to the Continuing Party acting reasonably;
 - (iv) the Proposed Assignor assigns or transfers a corresponding interest in all Project Documents to which the Proposed Assignor is a party to the proposed assignee; and
 - (v) if the Proposed Assignor is:
 - (A) the Generator, the proposed assignee provides Powerlink with any Financial Security as required by, and in accordance with, clause [16] (Financial Security) of the Connection and Access Agreement; or
 - (B) the Owner, the proposed assignee provides Powerlink with any Financial Security as required by, and in accordance with, clause [10] (Financial Security) of the Network Operating Agreement.
- (b) Powerlink may assign or transfer its rights and obligations under a Project Document to:
- (i) a Related Body Corporate; or
 - (ii) a person acquiring all or substantially all of Powerlink's Transmission Network,

without the consent of each other party or parties to that Project Document, and on and from the date of that assignment or transfer (as applicable), Powerlink is released from its obligations and liabilities under or in connection with the Project Document.

33.8 Waiver and exercise of rights

The exercise or waiver, full or partial, of any right under a Project Document does not preclude the subsequent exercise of that right or any other right.

33.9 Rights cumulative

Unless expressly stated otherwise in a Project Document, the rights and remedies provided in a Project Document are in addition to the rights and remedies given by law independently of the Project Document.

33.10 Warranty of authority

Each party to a Project Document represents and warrants that:

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- (a) it has power to enter into the Project Document; and
- (b) it has taken all necessary corporate action on its part to authorise the execution, delivery and observance of the Project Document.

33.11 Governing law

Each Project Document is governed by the law in force in Queensland and the parties agree unconditionally to submit themselves to the jurisdiction of Queensland courts and courts competent to hear appeals from them.

33.12 Dictionary

Defined terms in this agreement are contained in Schedule 11.

EXECUTED as an agreement.

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Schedule 1 – Interfaces and Boundaries

1. Transmission Network Connection Point

- (a) The Transmission Network Connection Point (TNCP) is identified in the Boundary Diagrams in item 6 of this Schedule 1.
- (b) All Performance Standards for the connected Generator are specified at the Transmission Network Connection Point.

2. IUSA

The IUSA is the facility that, on and from Practical Completion will comprise the following components:

Owner IUSA Assets	Powerlink IUSA Assets
[Insert – eg primary equipment for the IUSA]	[Insert – eg secondary and telecommunications equipment for the IUSA]

3. Dedicated Connection Asset

The [Powerlink Connection Assets] [Generator Facility] will include the following dedicated connection asset:

Indicia	Description
Description of the <i>dedicated connection asset</i>	[Insert]
Owner and operator of the <i>dedicated connection asset</i>	[Insert]

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Indicia	Description
Is the <i>dedicated connection asset</i> a large <i>dedicated connection asset</i> ?	[Yes/No]

4. Asset Boundaries

4.1 Asset Boundaries

The Asset Boundaries between the Powerlink Connection Assets, the IUSA and the Generator Facility is identified in item 6 of this Schedule 1.

4.2 Generator Asset Boundary

[Describe]

4.3 IUSA Asset Boundaries

[Describe]

4.4 Powerlink Asset Boundaries

[Describe]

5. Responsibilities at the Asset Boundaries

5.1 Generator Asset Boundary

[Describe]

5.2 IUSA Asset Boundaries

[Describe]

5.3 Powerlink Asset Boundary

[Describe]

6. Boundary Diagrams

[to be inserted]

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Schedule 2 – Works

1. Definitions

In this Schedule 2, unless the context clearly indicates otherwise, the following terms have the following meanings:

First Handover [has the meaning given in the Delivery Specification]

First Handover Date means the date that Powerlink determines, acting reasonably, that the Owner has met the requirements for First Handover.

First Practical Completion Date means the date that Powerlink, acting reasonably, certifies in writing that the Owner has met the requirements for Second Handover.

Second Handover [has the meaning given in the Delivery Specification].

2. Standards

(a) The following are mandatory standard for Works under this agreement.

Standard	Title
AS 3000	Electrical Installations
AS 2650	Common specifications for high-voltage switchgear and control gear standards
AS 2067	Switchgear Assemblies and Ancillary equipment for alternating voltages above 1 kV.
AS7000	Overhead Line Design
IEEE524	Installation of Transmission Line Conductors
AS 3012: 2010	Electrical Installations – Construction and demolition site
AS / NZS 4417	Regulatory Compliance Mark for Electrical and Electronic equipment
AS 1319	Safety signs for the occupational environment
AS 3820	Essential safety requirements for electrical equipment
AS/NZS 3760	In-service safety inspection and testing of electrical equipment

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Standard	Title
AS 2832.4	Cathodic protection of metals—Internal surfaces

(b) The following are mandatory safety requirements for Works under this agreement:

Regulation	Title
<i>Electrical Safety Regulation 2013</i>	Part 9 Works of an Electricity Entity
	Electrical Safety Code of Practice 2010 – Works

3. Scope of Works

3.1 Functional overview

The scope in this item 3 of Schedule 2 presents a functional overview of the project comprising each party's Works.

3.2 Scope

The scope of the project is to [#].

This will be facilitated by:

(a) [insert]

3.3 Assumptions:

The assumptions are as follows:

(a) [Insert]

3.4 Exclusions:

The assumptions are as follows:

(a) [insert].

3.5 Powerlink Works Exclusions

(a) For clarity, the following are exclusions from Powerlink Works:

- (i) any changes or delays to Powerlink Works arising out of Works Approvals; and
- (ii) any changes or delays to Powerlink Works arising out of unseasonable weather events such as floods, cyclones, or droughts.

(b) For clarity, the following are also exclusions from Powerlink Works and are the responsibility of the Generator:

(i) [insert].

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4. Works

This table sets out the Powerlink Works, the Generator Works and the Owner Works.

The Generator must provide the Generator Works to ensure suitable interfacing with the Powerlink Works. The Generator acknowledges and agrees that it must complete the Generator Works in accordance with this clause in a timely and co-ordinated manner so as to allow Powerlink to satisfy its obligations under this agreement.

	Generator Works	Powerlink Works	Owner Works
PROJECT COORDINATION			
1			
2			
3			
4			
5			
6			
7			
GENERATOR SWITCHYARD ESTABLISHMENT			
SWITCHYARD			
8			
9			
10			
11			
12			
13			
PROTECTION			
14			
15			
16			

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	Generator Works	Powerlink Works	Owner Works
17			
18			
19			
CONTROL			
20			
21			
TELECOMMUNICATIONS			
22			
23			
24			
25			
26			
27			
IUSA ESTABLISHMENT			
SUBSTATION			
28			
29			
30			
31			
32			
33			
34			
PROTECTION			
35			
36			

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	Generator Works	Powerlink Works	Owner Works
37			
38			
39			
40			

CONTROL

41			
42			
43			
44			
45			
46			
47			

TELECOMMUNICATIONS

48			
49			
50			
51			
52			
53			
54			

METERING

55			
----	--	--	--

CONNECTING FEEDER BETWEEN POWERLINK'S GENERATOR SWITCHYARD AND GENERATOR SITE'S SUBSTATION

LINES

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	Generator Works	Powerlink Works	Owner Works
56			
57			

POWERLINK'S REMOTE END (A) SUBSTATION WORKS

LINES

58			
59			
60			

TELECOMMUNICATIONS

61			
----	--	--	--

[INSERT]

62	[Insert]		
63	[Insert]		

POWERLINK'S REMOTE END (B) SUBSTATION WORKS

LINES

64			
----	--	--	--

PRIMARY PLANT

65			
----	--	--	--

SECONDARY SYSTEMS

66			
----	--	--	--

[INSERT]

67	[Insert]		
68	[Insert]		

5. Progress Schedule

Sample only

Works Coordination Agreement

Item	Obligation	Responsible Party	Milestone Date
------	------------	-------------------	----------------

General

1	Date this agreement is executed by both parties	All Parties	Start Date
2	Notice to Proceed provided by the Generator to Powerlink and Owner	Generator	[]
3	[Obtain Owner Works Approvals]	Owner	
4	[Obtain Powerlink Works Approvals]	Powerlink	[date] (Works Approval Date)

Owner Works and Powerlink IUSA Works

5	Achieve Milestone One	[Owner]	Date for Milestone One: [] [Business Days/weeks] after []
6	Achieve Milestone Two	[Powerlink]	Date for Milestone Two: [] [Business Days/weeks] after []
7	Achieve First Handover	[Owner]	Date for First Handover: [] [Business Days/weeks] after []
8	Achieve Milestone Three	[Owner]	
9	Achieve Second Handover	[Owner]	Date for Second Handover: [] [Business Days/weeks] after []
10	Certify First Practical Completion	[Powerlink]	Date for First Practical Completion: [] [Business Days/weeks] after the Date of Second Handover
11	Achieve Energisation of IUSA	[Powerlink]	Date for Energisation of IUSA: [] [Business Days/weeks] after []

Generator Works and Powerlink Non-IUSA Works

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Item	Obligation	Responsible Party	Milestone Date
12	[##]	[##]	Date for []: [] [Business Days/weeks] after []
13	[##]	[##]	[]: [] [Business Days/weeks] after []
14	[##]		
15	[##]		
16	[##]	[Powerlink]	Target Second Practical Completion Date: [] [Business Days/weeks] after []

6. Requirements for Powerlink IUSA Works and Owner Works

6.1 Requirements for First Handover

[The requirements the Owner must meet to achieve First Handover are given in the Delivery Specification.]

6.2 Requirements for Second Handover

[The requirements the Owner must meet to achieve Second Handover are given in the Delivery Specification.]

6.3 First Practical Completion

As soon as reasonably practicable after Owner satisfies the requirements for Second Handover, Powerlink must certify, in writing, that the Owner Works have achieved First Practical Completion.

6.4 Authority for Works

As soon as reasonably practicable after the First Practical Complete Date, the Owner must issue an '**Authority for Works**' in accordance with the Delivery Specification requesting that Powerlink perform its obligations under item 6.5 of this Schedule 2.

6.5 Energisation of IUSA by Powerlink

As soon as reasonably practicable after receipt of the Authority for Works, Powerlink must, if it is satisfied (acting reasonably) that the Generator will be ready to comply with its obligations under or in connection with the Authority for Works:

- (a) undertake end-to-end testing of the IUSA; and
- (b) upon completion of end-to-end testing of the IUSA to Powerlink's satisfaction, energise the IUSA at the IUSA Asset Boundary.

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7. Requirements for Powerlink Non-IUSA Works and Generator Works

7.1 Generator to provide Construction Release before commencement of interface work

- (a) Under items [#] and [#] of the Progress Schedule, the Generator must provide Powerlink with a certification about the completion of specified works.
- (b) The relevant certification must be given by the Generator to Powerlink in the form of a notice (“**Construction Release**”) certifying that it has completed all of the relevant works the subject of the notice in accordance with this agreement and to an acceptable standard to allow interface works to commence. As a minimum the certification must cover, without limitation, the following:
 - (i) [insert as applicable].
- (c) On receipt of a Construction Release, Powerlink may require further certifications about the works the subject of the notice, which may include the Generator providing independent evidence and certification in support of its statements.

7.2 Response to Construction Release

On receipt of a Construction Release, Powerlink may require further certifications about the works the subject of the notice, which may include the Generator providing independent evidence and certification in support of its statements.

7.3 Target Second Practical Completion Date for Powerlink Works

- (a) For the Powerlink Works:
 - (i) the Target Second Practical Completion Date for the Powerlink Works is the date specified as such in the Progress Schedule, as adjusted under clauses 5 or 6.2;
 - (ii) the Target Second Practical Completion Date may be adjusted to the extent that one or more of the following events affect Powerlink's ability to Complete the Powerlink Works by the Target Second Practical Completion Date (or, if previously adjusted, the revised Target Second Practical Completion Date whether occurring before, during or after the Target Second Practical Completion Date):
 - (A) subject to Powerlink using reasonable endeavours to obtain the Works Approvals in accordance with clause 1, a delay to Powerlink obtaining any Works Approvals (whether before or after the Approval Date applicable to those Works Approvals) including any delays experienced in any statutory designation and acquisition processes;
 - (B) any change, error or inaccuracy in an assumption listed in item 3.3 of Schedule 2;
 - (C) the occurrence of an exclusion listed in item 3.4 of Schedule 2;
 - (D) the occurrence of an exclusion listed in item 3.5(a) of Schedule 2;

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- (E) the occurrence of an Outage Event;
 - (F) the occurrence of a Change Event; or
 - (G) Powerlink not having the benefit of the Powerlink Minimum Land Access Requirements;
- (b) Powerlink must give the Generator a written notice within 5 Business Days of Generator Unit 1 achieving Back Energisation, which must be the day when Back Energisation of that Generator Unit was achieved, as determined by Powerlink (which may be earlier than the date of the notice itself).
- (c) Powerlink must give the Generator a written notice within 5 Business Days of a Generator Unit achieving its Relevant Unit Synchronisation Date, which must be the day when the Relevant Unit Synchronisation Date for that Generator Unit was achieved, as determined by Powerlink (which may be earlier than the date of the notice itself).

8. System strength connection works

- (a) The parties have agreed that Powerlink will undertake the following works to avoid or remedy the *Adverse System Strength Impact* associated with the connection of the Generator Facility – [describe works, and any other works and provision of plant/equipment that Powerlink determines is necessary or required] (**SSC Works**).
- (b) In accordance with clause 5.3.4B of the Rules, the Generator must pay the cost of the SSC Works to Powerlink.
- (c) The parties have agreed that the cost of the SSC Works will be [insert amount, excluding GST] (**SSCW Costs**);
- (d) [Insert other agreed provisions.]

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Schedule 3 – Specifications and Detailed Design for the IUSA

1. Functional Specification

Reference Number (if applicable)	Document	Version / Issue
	[Insert]	

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2. Interface Specification

Reference Number (if applicable)	Document	Version / Issue
	[Insert]	

3. Detailed Design

Reference Number (if applicable)	Document	Version / Issue
	[Insert]	

4. Delivery Specification

Reference Number (if applicable)	Document	Version / Issue
	[Insert]	

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Reference Number (if applicable)	Document	Version / Issue

5. Precedence of documentation

[Insert]

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Schedule 4 – Inspection and testing of IUSA

1. Definitions

In this Schedule 4, unless the context clearly indicates otherwise, the following terms have the following meanings:

Date for First Practical Completion means the date specified or determined as such in the Progress Schedule.

First Handover [has the meaning given in the Delivery Specification]

First Handover Date means the date that Powerlink determines, acting reasonably, that the Owner has met the requirements for First Handover.

Independent Assessor means the person, firm or entity appointed by the Owner under item 2.1(a) of this Schedule 4 and approved by Powerlink under item 2.1(b) of this Schedule 4.

Independent Assessor has the meaning given in item 4.1 of this Schedule 4.

Site Acceptance Testing [has the meaning given in the Delivery Specification].

2. Independent assessor

2.1 Appointment of Independent Assessor

- (a) The Owner must appoint an independent consultant to assess the Owner's compliance with the Detailed Design at each 'hold point' and 'witness point' described in the Delivery Specification or as Powerlink requires following and additional Detailed Design reviews that are undertaken after the Start Date.
- (b) The person, firm or entity appointed by the Owner under item 2.1(a) of this Schedule 4 must be approved in writing by Powerlink.
- (c) Powerlink may, if the person, firm or entity appointed by the Owner under item 2.1(a) of this Schedule 4 has not been approved in writing by Powerlink, request the removal of that person, firm or entity. The Owner must then:
 - (i) immediately arrange for the removal of the relevant person or persons and Powerlink will not be liable for any costs, charges, expenses or damages for any person or persons removed under this clause; and
 - (ii) appoint a new consultant that is approved in writing by Powerlink.

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- (d) If the Generator or the Owner breaches an obligation under this item 2.1, it agrees to promptly pay Powerlink, on request, all reasonable costs, expenses, claims and damages incurred or suffered by Powerlink as a direct result of the breach.

2.2 Records and access to be provided to Powerlink

The Owner must ensure that the Independent Assessor:

- (a) keeps, for a period of seven years from the date of creation, adequate documents and records recording the Independent Assessor's assessment of the Owner's compliance with the Delivery Specification at each 'hold point' and 'witness point' described in the Delivery Specification; and
- (b) provides copies of those accounts, documents and records to Powerlink in accordance with the Delivery Specification, or upon request by Powerlink.

3. Powerlink IUSA Assets

3.1 Factory Acceptance Testing of Powerlink IUSA Assets

[Powerlink must undertake Factory Acceptance Testing of the Powerlink IUSA Assets in accordance with the Delivery Specification.]

3.2 Site Acceptance Testing for the IUSA

- (a) After the First Handover Date, Powerlink agrees, as consultant to the Owner, to coordinate the Site Acceptance Test of the IUSA at the IUSA Site in accordance with the requirements of the Delivery Specification.
- (b) Powerlink and the Owner must undertake Site Acceptance Testing (**SAT**) of the Owner IUSA Assets in accordance with the Delivery Specification.

3.3 Maintenance of Powerlink IUSA Assets

During the period commencing on the Start Date and ending on the First Practical Completion Date, the Owner agrees, at its own Cost, to operate and maintain all of the Powerlink IUSA Assets which are installed or located on the IUSA Site, in accordance with the Delivery Specification.

4. Inspection and review of Owner Works by Powerlink

4.1 Review Points

The parties acknowledge and agree that Powerlink's review and inspection (**Review Points**) for the Owner Works are described in the Delivery Specification. In addition, the following Review Points will apply:

Review Point	Details

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Review Point	Details

4.2 Services provided by Powerlink

- (a) At each Review Point, Powerlink will:
- (i) inspect the component of, or a sample of, the Owner Works which the Owner is undertaking or has completed (as applicable) at the Review Point; and
 - (ii) review all documentation prepared by the Owner or its Independent Assessor, and provided to Powerlink since the later of:
 - (iii) the Notice to Proceed Date; or
 - (iv) the last Review Point,

to assess the Owner's compliance with the Functional Specification, the Interface Specification, the Detailed Design and the Delivery Specification in relation to the Owner Works which the Owner is undertaking or has completed (as applicable) at the Review Point.

- (b) Within [xx] Business Days of each Review Point, Powerlink must use all reasonable endeavours to notify the Owner of any non-conformances against the Functional Specification, the Interface Specification, the Detailed Design and the Delivery Specification in relation to the Owner Works the Owner is undertaking or has completed (as applicable) at the Review Point which, if not rectified by the Owner by the Date for First Practical Completion, would result in the Owners Work failing to achieve Practical Completion.

4.3 Training and certifications

The fixed Charges include an allowance for Powerlink's Personnel to undertake the following training, or obtain the following certifications, in relation to the operation, maintenance and control of the Owner IUSA Assets:

Training / Certification	Detail
[Describe training requirement]	[Describe location, hours, number of personnel, travel requirements, etc]

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Schedule 5 - Charges and other amounts

1. Charges & Prices

1.1 Fixed Charges

Item	Detail	Charge	When Payable
[Insert]			
[Insert]			
[Insert]			
[Insert]			
[Insert]			
Total			

1.2 Assumptions and Allowances for the Fixed Charges

The Fixed Charges are based on the following assumptions or allowances:

Item	Assumption or Allowance	Charge
[Insert]		
[Insert]		
[Insert]		
[Insert]		
[Insert]		
Total		

1.3 Schedule of Rates

- (a) Powerlink may charge for additional design review, or inspection and testing services, undertaken by Powerlink in excess of the assumptions and allowances made by Powerlink in item 1.2 of this Schedule for the Fixed Charges, including:
- (i) an Outage Event;
 - (ii) repeated inspections of equipment by Powerlink due to the Owner Works failing to meet testing requirements on prior inspections; and

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- (iii) additional design work undertaken by Powerlink as a result of changes made by the Owner or the Generator to the design of the Owner IUSA Assets or the implementation of the Owner Works;
 - (iv) the Costs incurred by Powerlink as a result of the delay or deferral of Powerlink's inspection, testing and energisation of the Owner IUSA Asset or the Owner Work as a result of the act or omission of the Generator, the Owner or any other person (other than Powerlink), including Powerlink's demobilisation and remobilisation costs if energisation of the IUSA does not occur on the date requested by the Owner in the Application for Work.
- (b) Subject to item 1.4 of this Schedule, the additional work provided by Powerlink to the Owner under this item 1.3 of Schedule 4 will be provided on a 'time & materials' basis on the rates provided by Powerlink to the Owner from time to time.

1.4 Escalation formula for Charges

The Charges and the rates in this Schedule will be adjusted for changes in the CPI with effect on and from the first day of each Quarter in accordance with the formula.

$$A_n = A_{n-1} \times \left[\frac{CPI_n}{CPI_{n-1}} \right]$$

where:

- A_n = the applicable adjusted monthly Charge;
- A_{n-1} = the applicable monthly Charge as at [insert relevant reference date];
- CPI_n = the CPI published for the Quarter ending immediately before the Quarter preceding the Quarter of the relevant adjustment date (or most recently before the adjustment date, where the adjustment date occurs during a Quarter); and
- CPI_{n-1} = the CPI published for the Quarter commencing [insert relevant Quarter reference].

2. Owner Insurance amounts

- (a) The Construction Insurance Amount is \$[insert minimum amount of construction insurance to be held by the Owner] million.
- (b) The Liability Insurance Amount is \$[insert minimum amount of public liability insurance to be held by the Owner] million.
- (c) The Professional Indemnity Insurance Amount is \$[insert minimum amount of public liability insurance to be held by the Owner] million

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3. Required Insurance Amount (for the Generator)

The Required Insurance Amount is [\$xxx million].



Schedule 6 – Communication Contacts

1. Operational Communications

The parties nominate the following personnel to be responsible for operational communications between them about the items set out below:

Responsibility	Powerlink	Generator	Generator
Day to day operations affecting the connection point	xxx	xxx	xxx
Outage Plans	xxx	xxx	xxx
Outage Requests	xxx	xxx	xxx
Emergency events and switching	xxx	xxx	xxx
Media or Information Release to third parties	xxx	xxx	xxx
General Queries	mailto:xxx	xxx	xxx

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2. Contacts for Notices

	Powerlink	Generator	Generator
Address	xxx	xxx	xxx
Telephone	xxx	xxx	xxx
Fax	xxx	xxx	xxx
E-mail	xxx	xxx	xxx
Contact	xxx	xxx	xxx

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Schedule 7 – Operational procedures

1. General

1.1 Objectives

This Schedule 7 sets out the procedures that the parties must use to ensure that the Asset Boundary and Powerlink Connection Assets identified in Schedule 1, and the Generator Facility, including associated plant and equipment are operated:

- (a) safely;
- (b) efficiently;
- (c) in a co-ordinated manner between the parties;
- (d) so as to optimise the provision of the Transmission Services; and
- (e) in accordance with the National Electricity Laws and this agreement.

1.2 Availability of operational information

Each party must:

- (a) maintain and update its Operational Information;
- (b) make available to the other party on its reasonable request, any Operational Information that relates to the other party's Connection Assets and associated plant and equipment;
- (c) advise the other as soon as practicable of any changes to Operational Information that relates to the other party's *Connection Assets* and associated plant and equipment.

2. Switching

2.1 Switching requests for planned works

Each party must use reasonable endeavours to carry out switching, as reasonably requested by the other party, to allow that other party to carry out planned works that will or are likely to affect the provision of Transmission Services, the Powerlink Connection Assets or a party's assets.

2.2 Switching across the Asset Boundary

Where either party carries out switching that involves the operation of equipment on both sides of the Asset Boundary, both parties must comply with:

- (a) Appendix C SAHVEA (as published from time to time);
- (b) any relevant operating protocols; and
- (c) any applicable Safe System of Work.

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2.3 Switching on own assets affecting the Transmission Network Connection Point

Where a party intends to carry out planned switching on its own assets, which will, or is likely to, affect the Transmission Network Connection Point:

- (a) where Powerlink is switching, Powerlink's Network Operations Control Centre must notify the Generator; and
- (b) where the Generator is switching, the Generator or its nominated person must notify Powerlink's Network Operations Control Centre,

prior to carrying out switching in accordance with Item 3 of this Schedule 7.

These notification requirements do not apply to Emergency Switching.

2.4 Switching Sheets

Any switching that involves the operation of Powerlink Assets or the Powerlink Connection Assets:

- (a) will be controlled by a Switching Sheet; and
- (b) will be carried out by a suitably trained Switching Operator.

All Switching Sheets must:

- (c) be checked and validated correct by each party's Switching Sheet Checker; and
- (d) refer to an up to date Operational Diagram which shows all energised high voltage plant.

2.5 Safe System of Work

Each party must have a documented Safe System of Work to ensure the maintenance of safe access for appropriately Authorised Persons who are approved to have access to all operating plant owned or operated by that party. The application of the Safe System of Work across the Asset Boundary must be mutually agreed by both parties. For the avoidance of doubt the Safe System of Work will include Powerlink's ESMS applicable requirements including the requirements of SAHVEA and the Green Book, unless otherwise agreed under Appendix C SAHVEA and included in an applicable Coordination Plan under the Works Coordination Agreement.

2.6 Emergency Switching

Subject to item 2.7 of this Schedule 7, if a party reasonably considers that switching must be carried out urgently to avoid a serious risk of damage to property or to avoid any risk of injury or death to any person ("**Emergency Switching**"), that party may, with as much notice as is reasonably practicable in the circumstances:

- (a) request the other party to carry out switching on that party's *Connection Assets*; and/or
- (b) carry out switching on its own assets that may affect the Transmission Network Connection Point.

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A party must use all reasonable endeavours to comply with any request made under this item 2.6.

2.7 Unilateral Emergency Switching

Regardless of anything else in this item 2 of this Schedule 7, in an emergency, for the purposes of saving human life or preventing serious risk to plant or property owned or operated by either party, any competent person authorised by a party may operate the party's *Connection Assets*, plant or equipment associated with the Transmission Network Connection Point, without prior direction or notice to the other party, to de-energise having due regard to their own safety.

A party must give notice to the other party of any action taken under this item 2.7 of this Schedule 7 as soon as possible after the event.

3. Scheduled Outages

3.1 Outage Plan

The parties must maintain a plan for management of Scheduled Outages ("**Outage Plan**") that supports the following principles:

- (a) Scheduled Outages are to be co-ordinated between the parties;
- (b) the number and duration of Scheduled Outages are to be minimised as far as practicable; and
- (c) parties must use all reasonable endeavours to accommodate Scheduled Outages in accordance with the Outage Plan.

3.2 Content of Outage Plan

As a minimum, the Outage Plan must include, but is not limited to, the following:

- (a) proposed Scheduled Outages and dates on which Scheduled Outages will occur for at least 14 months in advance;
- (b) the items of Connection Assets, or associated plant and equipment that will be unavailable during the Scheduled Outage;
- (c) a description of the maintenance or other work that will be carried out on the relevant assets, plant or equipment;
- (d) the anticipated duration of the Scheduled Outage;
- (e) any necessary activities that a party must carry out in relation to a Scheduled Outage;
- (f) restoration plan if restoration time is greater than 2 hours;
- (g) any contingency plans; and
- (h) any other items as agreed between the parties.

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3.3 Timing and review of Outage Plan

The parties must use reasonable endeavours to:

- (a) develop an Outage Plan within 30 days of the Start Date;
- (b) review the Outage Plan at regular intervals during the Term, and at least annually; and
- (c) make any necessary changes to the Outage Plan resulting from the review.

3.4 Outage request

A party must request a change to a Scheduled Outage with at least 28 days' notice to the other party. This notice period can only be reduced or waived with the agreement of both parties.

4. Secondary Systems

4.1 Identification - Secondary Systems Asset Boundary

The:

- (a) [Generator Secondary Systems];
- (b) [Powerlink Secondary Systems]; and
- (c) [Secondary Systems Asset Boundary];

are identified in Schedule 1. [TBC – Once Schedule 1 is populated]

4.2 Isolation of Secondary Systems

A party may:

- (a) carry out isolation of that party's Secondary Systems on its own side of the Secondary Systems Asset Boundary, in accordance with its own policies and procedures; and
- (b) reasonably request the other party to carry out isolation of that other party's Secondary Systems on its own side of the Secondary Systems Asset Boundary, and the other party must use reasonable endeavours to accommodate the request.

Where either or both parties intend to carry out the planned isolation of Secondary Systems on both sides of the Secondary Systems Asset Boundary, this must be done in accordance with the Outage Plan as a Scheduled Outage.

4.3 Modification to Secondary Systems

Where one party seeks to modify its Secondary Systems, and this modification may affect the Secondary System of the other party (in this clause, the "affected party"), both parties must use reasonable endeavours to negotiate the required changes.

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5. However, the affected party must not unreasonably withhold its consent to or prevent the other from making modifications to its own Secondary Systems. Communications

5.1 Responsible Personnel

The personnel responsible for operational communications between the parties are identified in item 1 of Schedule 6.

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Schedule 8 – Operational Arrangements for Land Access

1. Land access operating arrangements

- (a) The Generator acknowledges that for Powerlink to:
 - (i) provide the Powerlink Works under this agreement;
 - (ii) the Transmission Services under the Connection and Access Agreement;
and
 - (iii) otherwise comply with its obligations under this the Project Documents,

the land, easements and other Access Rights must be accessible by Powerlink 24 hours during each day of the year with such access to be full, free and completely unfettered and not subject to any constraints, limitations, restrictions or impediments (including, without limitation, boom gates, security gates, structural barriers, inductions, signing/checking in requirements) that require reference to the Generator.
- (b) To minimise the impact of the Generator's activities on Powerlink's Minimum Land Access Requirements, the Generator agrees to comply with the terms of this Schedule 8 and that these arrangements take precedence over any other land access arrangements between the parties.
- (c) The parties agree that the following general conditions apply for management of access, whether within or outside an easement or access area:
 - (i) the Generator is responsible for arranging the upgrade and maintenance of public roads designated by the Generator as forming part of a construction access route to their Sites and acknowledges that Powerlink may make use of the same public roads during the construction of the Powerlink Works;
 - (ii) where the Generator is responsible for arranging the upgrade and maintenance of public roads or providing private access roads for Powerlink's use, the Generator is to maintain these access roads in accordance with item 2 of this Schedule 8 during construction of the Powerlink Works and during the provision of Transmission Services; and
 - (iii) the Generator is to promptly advise Powerlink of any constraint on the use of private access roads for which they are responsible and undertakes to immediately remedy such constraints, including without limitation, further maintenance works, consultation with third parties including government departments and agencies, statutory authorities and local council representatives, and parties acting for and on behalf of the Generator (including Principal Contractors and other contractors).
- (d) The parties agree that the following specific conditions apply for Powerlink to obtain access via the private access roads maintained by the Generator within a Powerlink access easement or on any other Powerlink easement related to the Works:

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- (i) Powerlink is not required to give prior notice of access, except where Powerlink activities are reasonably expected to unreasonably impact the Generator's use of the access road (eg. Heavy vehicle or oversized load deliveries), and the Generator is not entitled to, and must not, supervise Powerlink's activities on the easement;
 - (ii) Powerlink will comply with the Generator's reasonable Occupational Health and Safety conditions. The Generator agrees to provide reasonable notice of these conditions and to limit their application to defined development areas where it can be demonstrated that there are simultaneous operations being undertaken by the parties; and
 - (iii) the Generator acknowledges that Powerlink and its contractors maintain separate Occupational Health and Safety policies and procedures that would be applied when operating on easements and freehold land required for the construction of the Powerlink Works and provision of Transmission Services. The Generator further acknowledges that Powerlink will apply these Occupational Health and Safety policies and procedures in the same manner as if accessing any other public or private lands for the purpose of constructing the Works or providing Transmission Services.
- (e) If Powerlink is not able to provide the Transmission Services to the Generator because Powerlink does not have the benefit of the Powerlink Minimum Land Access Requirements, then the Generator agrees that Powerlink will not be in breach of this agreement or the Connection and Access Agreement and will not have any liability to Generator.

2. Substation access road specifications

- (a) Where the Generator is responsible for providing private access roads for Powerlink's use, such an access road shall be designed to the "arrb Transport Research", "Unsealed Roads Manual - Guidelines to Good Practice".
- (b) The road shall be designed for use under all weather conditions.
- (c) The overall width of the road shall be 8.2 metres being a minimum 6 metres pavement width and 1.1m shoulders each side
- (d) The road shall be designed to support heavy vehicles with an individual heavy wheel load consisting of an 80kN load for use at any time under all weather conditions.
- (e) The road shall be designed with minimum turning circles and vertical curves in accordance with Powerlink "Typical Large Transformer Transport Trailers Outlines, Turning Circles and Vertical Curves 2x13x8 Wheel Beam Trailer", and with horizontal curves in accordance with "Typical Large Transformer Transport Trailers Horizontal Curves 2x13x8 Wheel Beam Set Trailer".
- (f) Maximum traffic volumes occur during any substation construction activities after which the traffic volumes are very low (ESA 8x103).

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- (g) Road Classification (rural) in accordance with "Unsealed Roads Manual - Guidelines to Good Practice" Table 4.1:
 - (i) Level: Local;
 - (ii) Category: C;
 - (iii) Type: V;
 - (iv) Annual Average Daily Traffic (AADT): 20 – 100;
 - (v) Typical Road Type: unsealed;
 - (vi) Annual Average Daily Traffic for substation access only; and
 - (vii) Design Speed: 40km/h.

- (h) Typically Powerlink's minimum standard for unsealed roads is to Main Roads Technical Standard - MRTS05 "Unbound Pavements" as follows:
 - (i) Top wearing surface- minimum 125mm thick material, DMR Type 2.4 Grading 'D', % less than 0,075mm divided by % less than 2.36mm shall be in the range 0.2-0.4;
 - (ii) Sub-base - minimum 125mm thick; CBR45 DMR Type 2.3; and
 - (iii) Controlled Subgrade - thickness as required, CBR15 DMR Type 2.5.

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Schedule 9 – Easement in Gross

[To be inserted]

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Schedule 10 – Minimum conditions and Brands

1. Minimum conditions for contracts with Personnel

[To be inserted]

2. Powerlink Brands

[To be inserted]

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Schedule 11 – Dictionary

1. Defined terms and the Rules

- (a) Capitalised terms used in this agreement which are not italicised have the meanings given in item 2 of this Schedule 11.
- (b) Capitalised terms used in this agreement which are *italicised* are intended to have the meanings given in the Rules.
- (c) If there is any inconsistency between a term defined in item 2 of this Schedule 11 which is also defined in the Rules, the definition in item 2 of this Schedule 11 will prevail to the extent of the inconsistency.

2. Defined terms

In this agreement, unless the context clearly indicates otherwise, the following terms have the following meanings.

Access Rights means all rights of whatever description in connection with, or associated with, land and other property rights and interests that enable the relevant party to carry out and complete its rights and obligations under this agreement, including, in the case of Powerlink, the Powerlink Works for the purposes set out in clause 2.2, the provision of the Transmission Services and all associated access, construction, maintenance, inspection and operational rights and obligations (on terms, conditions, suitability, usability, accessibility, practicality, locations, dimensions, safety, surface standard/grade and access acceptable to the relevant party).

AEMC means the Australian Energy Market Commission established under section 5 of the *Australian Energy Market Commission Establishment Act 2004* (SA).

AEMO means the Australian Energy Market Operator.

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

Affected Party has the meaning given in clause 26.3 or clause 30.1, as the context requires.

Appendix C SAVHEA means the High Voltage Isolation and Access procedures that set out the procedures used by Powerlink for work and testing on high voltage exposed conductors.

Approval Date has the meaning given in the Progress Schedule.

Asset Boundary means each of:

- (a) the Generator Asset Boundary;
- (b) the Powerlink Asset Boundaries; and
- (c) the IUSA Asset Boundary.

Associated Site means, with respect to the application of Powerlink's ESMS requirements including the requirements of SAVHEA and the Green Book, places which are associated with Powerlink's Entity Works. This includes without limitation electrical switchyard and

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substation sites, control and communications facilities, transmission structures, lines and related facilities. For the avoidance of doubt this is not intended to include greenfield construction sites of the Generator or Owner which are physically distinct from and, in Powerlink's opinion, include no potential electrical risk in connection with Entity Works.

Associates means the relevant party's directors, officers, employees, agents, servants and contractors (other than a party to this agreement).

Australian Bank means an "Australian bank" as defined in the *Corporations Act 2001* (Cth) which is incorporated in Australia.

Authorised Person means a person with technical knowledge and experience who has been trained and approved and has the delegated authority to act on behalf of the relevant party to perform the duty concerned in accordance with SAHVEA.

Authority means the Crown, a government minister, a government department, a corporation, or other authority constituted for a public purpose, a holder of an office for a public purpose, a local authority, a court, tribunal, board or any officer or agent of any of these persons (and to avoid doubt, includes the AEMC, the AER and AEMO).

Back Energisation occurs, for a Generator Unit, when the connection between a relevant Generator Unit and Powerlink's *Transmission Network* is complete to the extent necessary for the relevant Generator Unit to be able to draw load for the purpose of energising and commissioning the relevant Generator Unit and **Back Energising** has a corresponding meaning.

Billing Period means a calendar month.

Brands means Powerlink's name, brands, registered trademarks and logos which are set out in item 2 of Schedule 10, as updated from time to time.

Business Day means a day, other than a Saturday, Sunday or public holiday, when banks are open for business in Brisbane, Queensland.

Change Event means:

- (a) any change (including amendment or repeal) to the Electricity Laws;
- (b) a *connection applicant* (other than the Generator) submits a connection enquiry to connect to the IUSA;
- (c) the Generator notifies Powerlink and the Owner that it wishes to extend the term of the Connection and Access Agreement;
- (d) any change to or reform of the electricity industry in Queensland;
- (e) any changes in operation of the national electricity market in Queensland; or
- (f) any change to any authority, licence or statutory instrument that regulates the conduct of either party.

Change in Control means, in respect of a party, the acquisition by any person or corporation, either alone or together with any associate of a person or corporation, of more than 50% of the issued voting capital of that party or its ultimate holding company, but does not include a change in control of a party that occurs because a change in control occurs in respect of a Listed Company.

Charges means the amounts referred to in clause 16 and Schedule 5.

Complete for the Powerlink Works and the Generator Works, means the Powerlink Works or the Generator Works (as applicable) are constructed and commissioned such

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that they are ready, able and capable of energising or Back Energising the Powerlink Non-IUSA Assets (in the case of the Powerlink Works) or the Generator Facility (in the case of the Generator Works), irrespective of whether actual physical energisation or Back Energisation occurs because:

- (a) the Generator has not completed the Generator Works;
- (b) the Owner has not Completed the Owner Works ; or
- (c) due to any delay, act, omission, breach, or default of the Generator or the Owner or any of their respective agents, employees or contractors,

in which case the Powerlink Works or the Generator Works (as applicable) are “Complete” for all purposes of this agreement and **Completion, Completing** and **Completed** have corresponding meanings.

Confidential Information means:

- (a) (**agreement terms**) the terms of this agreement (but not the existence of the agreement);
- (b) (**information**) any information, data, documents or other material that is supplied directly to or received directly by one party from the other pursuant to this agreement (including, in relation to the performance of a party’s obligations under this agreement, the condition or operation of each other party’s assets, or the resolution of a dispute under clause 28); and
- (c) (**expert decisions**) any report, decision or determination (draft or final) of any expert appointed under clause 28.

Configuration Changes has the meaning given in clause 31.3.

Connection and Access Agreement means the agreement of that name between Powerlink and the Generator dated on or about the date of this agreement.

Construction Insurance Amount is as set out in item 2 of Schedule 5.

Construction Release has the meaning in item 7.1 of Schedule 2.

Continuing Party has the meaning in clause 33.7.

Coordination Committee means the committee established under clause 3.1.

Coordination Plan has the meaning given in clause 4.1.

Costs include costs, charges and expenses, including those incurred in connection with advisers.

CPI means:

- (a) the Quarterly Consumer Price Index: All Groups - Brisbane index number published by the Australian Bureau of Statistics (publication No. 6401.0); or
- (b) if the index referred to in paragraph (a) ceases to be published, or its basis of assessment is changed such that it no longer accurately reflects changes in the prevailing level of prices substantially in the same manner as it did before the change, the nearest equivalent index as agreed between the parties, or if the parties do not agree, the index nominated by the head of the Australian Bureau of Statistics or its nominee (acting as an expert), whose decision is final and binding.

Delivery Specification means the specification for the delivery of project management, design, construction, testing and handover of the Owner IUSA Assets, comprising the

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documents listed in item 4 of Schedule 3, as amended from time to time in accordance with clauses 6 or 31.

Detailed Design means the detailed design of the Owner IUSA Assets described in the documents listed in item 3 of Schedule 3, as amended from time to time in accordance with clauses 6 or 31.

Details means the section of this agreement headed “Details”.

Disclosing Party has the meaning given in clause 29.3.

Electricity Laws means the *Electricity Act 1994* (Qld), the National Electricity Law, the Rules and any other laws and codes that may regulate or govern the generation, transmission, supply or use of electrical energy in Queensland from time to time.

End Date is as set out in the Details.

Entity Works means all works of Powerlink as an electricity entity within the meaning of the *Electrical Safety Act 2002 (Qld)*.

Environmental Laws means all laws relating to the environment applicable to the Sites or the performance of obligations or exercise of rights of a party and its Personnel or property under this agreement.

ESMS means electrical safety management system.

Financial Breach means:

- (a) failure by the Generator or the Owner to comply with clause 19;
- (b) failure of the Owner to pay an invoice under clause 17.2.

Financial Security means:

- (a) in relation to the Generator, a financial security of the kind described in the Connection and Access Agreement; and
- (b) in relation to the Owner, a financial security of the kind described in the Network Operating Agreement.

Financial Year means the 12 month period ending 30 June.

First Party has the meaning given in clause 26.3.

First Practical Completion Date has the meaning given to that term in item 1 of Schedule 2.

Fixed Charges means the amounts referred to in item 1.1 of Schedule 5.

Force Majeure Event means an event, act, occurrence or omission, or combination of them, that (despite the observance of *Good Electricity Industry Practice*) is beyond the reasonable control of the party affected by it, including:

- (a) acts of God, lightning strikes, earthquakes, floods, droughts, storms, mudslides, radioactive or chemical contamination, explosions, fires or other natural disasters, acts of war, acts of public enemies, acts of terrorism, riots, civil commotions, malicious damage, sabotage, blockades and revolutions;
- (b) any serious risks to health or safety, including epidemics;
- (c) strikes, lockouts, industrial or labour disputes or difficulties, work bans, blockages or picketing;

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- (d) action or inaction by, or an order, determination, direction or finding of, a court, government or Authority including an injunction or a denial, refusal or failure to grant any authorisation, licence, approval, permit, registration or acknowledgement;
- (e) mechanical or electrical breakdown of any equipment, beyond a party's reasonable control;
- (f) unplanned outages of a party's equipment beyond a party's reasonable control;
- (g) the failure of any supplier of goods or services to an Affected Party to provide those goods or services to that party, where the failure is due to circumstances beyond the reasonable control of the supplier (including any of the events described in this definition); and
- (h) the cancellation, revocation or withdrawal of a party's licence or authorisations by a relevant Authority except as a result of any act, omission or default on that party's part.

Forecast means information required by schedule 5.7 of the Rules and any additional information about the Generator's future use of the Transmission Network Connection Point reasonably requested by Powerlink.

Functional Specification means the functional specification for the Owner IUSA Assets, comprising the documents listed in item 1 of Schedule 3, as amended from time to time in accordance with clauses 6 or 31.

Generation has the meaning given in the Recitals.

Generator Asset Boundary has the meaning given in item 4.2 of Schedule 1.

Generator Facility means all plant, equipment, buildings, fixtures, structures and land owned, operated or controlled by the Generator (including the Generator Units) and associated with the Powerlink Connection Assets and the Transmission Network Connection Point from time to time.

Generator Repeated Breach means for the Generator:

- (a) five or more breaches of any one or more of the following, within any consecutive 12 month period during the Term, of which Powerlink has provided notice to the Customer of each individual breach (irrespective of whether the Customer remedied the breach):
 - (i) clause 2.4;
 - (ii) clause 11; and
 - (iii) paragraph (c) of the definition of "Non-Financial Breach");
- (b) a breach of any one or more of the following, where the breach lasts for more than three months without being remedied:
 - (i) clause 2.4;
 - (ii) clause 11; and
 - (iii) paragraph (c) of the definition of "Non-Financial Breach");

Generator Switchyard means the Generator's switchyard containing the Powerlink Connection Assets, as approximated in the diagram in item 6 of Schedule 1.

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Generator Unit 1 the Generator Unit at the Generator Facility that first achieves Back Energisation [and **Generator Unit 2** and **Generator Unit 3** have corresponding meanings].

Generator Unit has the meaning given in the Connection and Access Agreement.

Generator Works has the meaning given in clause 2.3.

Generator Works Change has the meaning given in clause 6.4.

Government Agency means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity or any other entity exercising authority conferred by statute.

Green Book means Powerlink's Electrical Safety Rules, as updated from time to time.

Gross Negligence means, in relation to a person, engaging in conduct the person knew would involve negligence or a breach of a duty of care by the person or where the person had a reckless disregard whether or not the person's conduct or actions would involve negligence or a breach of duty of care on its part.

GST has the meaning given in clause 22.7.

HAZOP Study has the meaning given in clause 4.1.

Inconsistent Obligation has the meaning given in clause 27.5.

Input Tax Credit has the meaning given in clause 22.7.

Insolvent means, when used in relation to a party:

- (a) an administrator is appointed or a resolution is passed or any steps are taken to appoint, or to pass a resolution to appoint, an administrator to that party;
- (b) a receiver, receiver manager, official manager, trustee, administrator, other controller (as defined in the *Corporations Act 2001* (Cth)) or similar officer is appointed over the assets or undertaking of that party;
- (c) that party enters into or proposes to enter into any arrangement, compromise with or assignment for the benefit of its creditors or a class of them; or
- (d) that party is deemed by the provisions of the *Corporations Act 2001* (Cth) to be insolvent.

Insurance has the meaning given in clause 20.1.

Intellectual Property Rights means all industrial and intellectual property rights whether protectable by statute, at common law or in equity, including all copyright and similar rights which may subsist in works or any subject matter, rights in relation to inventions (including all patents and patent applications), trade secrets and know-how, rights in relation to designs (whether or not registrable), rights in relation to registered or unregistered trademarks, circuit layout designs and rights in relation to circuit layouts.

Interest Rate means the rate equal to the current one month Australian Bank Bill Swap Reference Mid Rate specified by Reuters Monitored Service page BBSY at or about 10.00 am (Sydney time) on the first Business Day of each calendar month.

Interface Coordination Schedule means a coordination schedule for the Works to be maintained and updated by the Coordination Committee to document the progress of each party's Works against the Progress Schedule and the Delivery Specification.

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Interface Specification means the interface specification for the IUSA, comprising the documents listed in item 2 of Schedule 3, as amended from time to time in accordance with clauses 6 or 31.

IUSA Asset Boundary has the meaning given in item 4.3 of Schedule 1.

IUSA Access Rights Agreement means the easement granted in favour of Powerlink under clause 12.5.

Land Access Operating Arrangements has the meaning given in Schedule 8.

Land Access Protocol means Powerlink's protocol or procedure in relation to a party's entry and access to land underlying or neighbouring the Sites.

Liability Insurance Amount is as set out in item 2 of Schedule 5.

Listed Company means a company admitted to the official list of a public exchange for company securities.

Major Works Change has the meaning given to that term in clause 6.3.

Milestone Date means the dates identified as such in the table in the Progress Schedule.

Minor Works Change has the meaning given in clause 6.2.

National Electricity Law means the National Electricity Law referred to in section 12 of the *National Electricity (South Australia) Act 1996 (SA)* as given effect in Queensland.

Network Operating Agreement means the agreement of that name between Powerlink, the Generator and the Owner dated on or about the date of this agreement.

Non-Financial Breach means a material breach of this agreement, including a breach of:

- (a) clause 20;
- (b) clause 33.7; or
- (c) any obligation by a party under this agreement (other than a Financial Breach) that arose from the Wilful Misconduct or Gross Negligence of that party.

Non-Financial Obligation means any obligation in this agreement other than one requiring a person to pay money or provide security.

Notice to Proceed has the meaning given in clause 2.1.

Notice to Proceed Date means the date stated in the Notice to Proceed.

O&M Services has the meaning given in the Network Operating Agreement.

Operational Arrangements for Land Access means the requirements set out in Schedule 8.

Operational Diagram means a line diagram of all energised high voltage plant showing correct location of all switching devices, fixed earthing devices and isolating devices. The diagram must identify each piece of plant, switching device, fixed earthing device and isolating device using a unique identifier. The unique identifier must also be clearly shown on a label permanently affixed to the equipment which it identifies.

Operational Information means the information, including schematics, drawings, plant manuals, operating drawings, contact details and other information that relates to the operation of a party's Connection Assets and associated plant and equipment.

Outage Event means where:

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- (a) Powerlink is prevented by an Authority from taking a network outage or is unable to procure an Authority's agreement to take an outage at the time and for the duration proposed by Powerlink;
- (b) an Authority withdraws its agreement to any network outage;
- (c) an Authority requires Powerlink to recall the network elements which are affected by an network outage before the end of the time period which was nominated for that outage; or
- (d) Powerlink determines (acting reasonably and applying *Good Electricity Industry Practice*) that a network outage cannot be taken at the time that was originally scheduled for that network outage, for whatever reason (including bad weather) (including where Powerlink is acting as an Authority for the purposes of this agreement),

other than as a result of a breach of this agreement by Powerlink.

Owner Financial Breach has the meaning given in clause 24.1(a).

Owner IUSA Asset means the assets identified as such in item 2 of Schedule 1.

Owner Works has the meaning given in clause 2.3(c).

Owner Works Change has the meaning given in clause 6.5.

Personnel means, in relation to a party, the officers, employees, secondees, contractors and agents employed or engaged by, or under the direction or influence of, that party in connection with or relating to this agreement (but, in the case of a party, excludes the other party).

Powerlink means the person so described in the Details.

Powerlink Assets means:

- (a) the Powerlink Connection Assets;
- (b) the Powerlink IUSA Assets;
- (c) any assets owned or operated by Powerlink and located in the Generator Switchyard; and
- (d) any other assets that are relevant to this agreement and that are owned or operated by Powerlink,

but does not include the Owner IUSA Assets or the Generator Facility.

Powerlink Connection Assets means the Powerlink Assets identified as the Powerlink Connection Assets in the diagram in item 6 of Schedule 1.

Powerlink IUSA Asset means the assets identified as such in item 2 of Schedule 1.

Powerlink IUSA Works means the Powerlink Works relating to the design, construction and commissioning of the Powerlink IUSA Assets.

Powerlink Minimum Land Access Requirements has the meaning in Schedule 8.

Powerlink Network Operations Control Centre means the personnel identified in Schedule 6.

Powerlink Non-IUSA Works means Powerlink Works other than the Powerlink IUSA Works

Powerlink Works has the meaning given in clause 2.3.

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Pre-Existing IPR has the meaning given to that term in clause 15.1.

Professional Indemnity Insurance Amount is as set out in item 2 of Schedule 5.

Progress Schedule means the table in item 5 of Schedule 2.

Project Document means each of the following:

- (a) this agreement;
- (b) the Connection and Access Agreement;
- (c) the Network Operating Agreement; and
- (d) any security agreement relating to the documents in paragraphs (a) to (c) of this definition; and
- (e) any other agreement designated by the parties, in writing, to be a Project Document.

Proposed Assignor has the meaning in clause 33.7.

Quarter means a period of three consecutive months commencing on 1 January, 1 April, 1 July or 1 October in any year.

Recipient has the meaning given in clause 22.7.

Related Body Corporate means, in respect of a party or person, a body corporate that is related to that party or person within the meaning of section 50 of the *Corporations Act 2001*(Cth).

Relevant Unit Synchronisation Date means, for each Generator Unit, the later of the following dates:

- (a) the date when relevant Generator Unit is physically and electrically connected to the Transmission Network such that it is technically and operationally capable of exporting electricity to the Transmission Network; and
- (b) the date when the Generator provides evidence to Powerlink that for the relevant Generator Unit:
 - (i) it has complied with all applicable provisions of the Rules that authorise the activity in paragraph (a) above; and
 - (ii) it is registered with AEMO as a generator under the Rules,

and to avoid doubt, this date cannot be earlier than the Back Energisation Date for the relevant Generator Unit.

Required Insurance Amount is as set out in item 3 of Schedule 5.

Rules means the rules called the National Electricity Rules made under the National Electricity Law.

Rules Procedures has the meaning given in clause 28.2.

Safe System of Work means a documented process governing the safe access to and operation of the equipment, which process systematically examines tasks to identify hazards and assess relevant risks and which also identifies safe methods of work to eliminate hazards or reduce risks associated with the identified hazards. The system must use a recognised methodology such as a 'Permit to Work' system or 'Switching and Access'. The system must specify the training and experience for each grade of access granted under the system to an Authorised Person. It must also ensure the maintenance of

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an up-to-date list of all persons currently Authorised under the system and the grade of access for which they are authorised.

SAHVEA means the Queensland Electricity Entity Procedures for Safe Access to High Voltage Electrical Apparatus as updated from time to time.

Scheduled Outage means any planned or previously notified unavailability of a party's assets (including the Powerlink Connection Assets and the Powerlink IUSA Assets), or parts of the *Transmission Network*, or associated plant and equipment (including a Secondary System) that will, or is likely to have, a material adverse effect on:

- (a) the transfer of electricity at the Asset Boundary, the Transmission Network Connection Point or by means of the Powerlink Connection Assets or the IUSA;
- (b) the parties' obligations under clauses [1.1] (Provision of Services by Powerlink) and [1.2] (Acceptance of services by the Generator) of the Connection and Access Agreement;
- (c) the *Transmission Network*;
- (d) *Power System Security*; or
- (e) the operation of any Secondary System associated with the Transmission Network Connection Point or the Asset Boundary.

Secondary System means the systems referred to in item 4 of Schedule 7.

Second Practical Completion Date means the last Relevant Unit Synchronisation Date for the Generator Facility.

Shareholding Ministers means the shareholding ministers of Powerlink for the purposes of section 78 of the *Government Owned Corporations Act 1993* (Qld).

Site means each of:

- (a) the IUSA Site;
- (b) the site of the Owner Works;
- (c) the site of the Powerlink Works; and
- (d) the site of the Generator Works.

Standard and Poor's and S&P means Standard and Poor's (a division of McGraw-Hill Inc) or Standard & Poor's (Australia) Pty Ltd or the successor of either of them.

Start Date is as set out in the Details.

Supplier has the meaning given in clause 22.7.

Supply has the meaning given in clause 22.7.

Switching Operator means an Authorised Person who performs work involving the operating of switching devices, earthing devices and isolating devices.

Switching Sheet means a document that is part of the Safe System of Work.

Switching Sheet Checker means an Authorised Person who validates that the Switching Sheets are correct for the part of the Switching Sheet that involves the Powerlink Connection Assets.

Target Second Practical Completion Date has the meaning given in item 7.3 of Schedule 2.

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Tax Invoice has the meaning given in clause 22.7.

Taxes means any taxes (including without limitation any carbon tax or other environmental levy but excluding any income or corporate taxes), levies, imposts, charges, assessments, fees, deductions, withholdings and duties (including stamp and transaction duties) imposed by any Government Agency, together with any related interest, penalties, fines and expenses in connection with them.

Technical Breach means:

- (a) in relation to the Generator, that the Generator Facility or any part of it (or its operation or the operation of any part of it); and
- (b) in relation to the Owner, that the Owner IUSA Assets 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 Functional Specification, the Delivery Specification, the Rules or applicable Electricity Laws.

Term has the meaning given in clause 23.

Third Party Claim means any claim, action or proceeding by a third party against the Affected Party that is caused or contributed to (directly or indirectly) by any act, neglect, default or omission of the First Party, in connection with this agreement (whether a breach of contract, negligence or otherwise). However, for the purposes of clause 26, “third party” does not include any entity or person or body corporate that is:

- (a) related to the Affected Party within the meaning of section 50 of the *Corporations Act 2001(Cth)*; or
- (b) is an associate of the Affected Party under section 50AAA of the *Corporations Act 2001(Cth)*; or
- (c) a participant in a joint venture with the Affected Party in relation to the Generator Facility.

Transmission Network Connection Point (or **TNCP**) is as identified in the diagram in item 6 in Schedule 1.

Transmission Service has the meaning given to that term in the Connection and Access Agreement.

WHS Laws means all laws relating to work health and safety applicable to the Sites, the Works or the obligations of a party and its Personnel or property under this agreement.

Wilful Misconduct means any act or omission by a party which the party knows to be wrongful or unlawful, or an act or failure to act by the party for which the party is indifferent as to whether it is wrongful, unlawful or what its consequences might be.

Works means, as the context requires, any or all of:

- (a) the Powerlink Works;
- (b) the Owner Works; and
- (c) the Generator Works.

Works Approval has the meaning given in clause 1.3.

Works Interaction means any activity performed as part of the Works which has a potential to interact with or otherwise affect the Personnel, property or activity of any other party to this agreement.

Works Coordination Agreement

3. Rules of interpretation

In this agreement:

- (a) a reference to this agreement or another instrument includes any variation or replacement of any of them;
- (b) a reference to a party (including a reference to “Owner”, “Powerlink” or “the Generator”) includes (where relevant) the party’s officers, employees, agents and contractors;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the singular includes the plural and vice versa;
- (e) the word “person” includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency;
- (f) a reference to a person (including a party) includes a reference to the person’s executors, administrators, successors, substitutes (including, persons taking by novation) and assigns;
- (g) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (h) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (i) if a payment under this agreement must be made on a stipulated day that is not a Business Day, then the stipulated day will be taken to be the next Business Day;
- (j) a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (k) the verb “include” (in all its parts, tenses and variants) is not used as, nor is it to be interpreted as, a word of limitation; and
- (l) the words “including”, “for example” or “such as” do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

4. Headings

Headings are inserted for convenience and do not affect the interpretation of this agreement.

Works Coordination Agreement

Schedule 12 – Transfer of Owner IUSA Assets at First Practical Completion

[To be completed if the parties agree that ownership of the Owner IUSA Assets will be transferred to Powerlink at First Practical Completion (See clause 4 (Contractual arrangements for IUSA) of the CAA). No Network Operating Agreement will be required in this scenario]

Works Coordination Agreement

Signing page

DATED (Powerlink): _____

THE OFFICIAL SEAL of)
QUEENSLAND ELECTRICITY)
TRANSMISSION)
CORPORATION LIMITED (ACN)
078 849 233) trading as Powerlink
Queensland was affixed in
accordance with its constitution in the
presence of:

.....
Signature of Chief Executive or
authorised person

CHIEF EXECUTIVE

.....
Office held

.....
Name of Chief Executive or
authorised person (block letters)

Item No.

.....
Signature of Secretary or authorised
person

SECRETARY

.....
Office held

.....
Name of Secretary or authorised
person (block letters)

Works Coordination Agreement

DATED (Generator): _____

Executed by [Insert Generator Name] (ABN **xx xxx xxx**) in accordance with s 127 of the *Corporations Act 2001* (Cth):

.....
Signature of Director)

.....
Name of Director (block letters)

.....
Signature of Director

.....
Name of Director (block letters)

DATED (Owner): _____

Executed by [Insert Owner Name] (ABN **xx xxx xxx**) in accordance with s 127 of the *Corporations Act 2001* (Cth):

.....
Signature of Director)

.....
Name of Director (block letters)

.....
Signature of Director

.....
Name of Director (block letters)