



Version: 2.1

Template Works Coordination Agreement – Load and Generation

Template Works Coordination Agreement – Load and Generation

AMENDMENTS

Powerlink reserves the right, in its absolute discretion to amend, replace or update this template from time to time in such a manner as it thinks fit.

INTELLECTUAL PROPERTY

Powerlink will retain all intellectual property in in this template and all of the materials it prepares in relation to this document. A Connection Applicant, or a person engaged by a Connection Applicant to be a designer, builder or owner of a Third Party IUSA or DNA, is granted a licence to use this template but only for the purposes of the Connection Applicant obtaining a connection to Powerlink's network. A person who accesses this document should obtain their own legal advice in relation to its contents.

TEMPLATE ONLY

This document is a template only and does not cover all commercial scenarios that may apply for an Identified User Shared Asset (IUSA) or Designated Network Asset (DNA). It assumes that all contestable components of an IUSA or DNA are to be designed, constructed and owned by a third party (not Powerlink or a Connection Applicant). If the Connection Applicant will instead design, construct and own all or part of an IUSA or DNA then it will need to enter into an NOA with Powerlink. Additional considerations could also apply for 'daisy-chain' DNAs (ie a DNA interconnecting into an earlier DNA).

Works Coordination Agreement

Version History

Version	Date	Details of Amendment
1.0	01/07/2018	New published document
2.0	14/10/2021	Updated for the <i>National Electricity Amendment (Connection to dedicated connection assets) Rule 2021 No. 7</i>
2.1	23/12/2021	General updates



Works Coordination Agreement

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

Dated:

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

and

[Insert [Customer / Generator] Name] ABN **xx xxx xxx xxx** ([**"Customer"** / **"Generator"**])

and

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

Works Coordination Agreement

Part A - Works	10
1. Access and Approval Obligations	10
1.1 Works Approvals	10
1.2 No Works Approval for Powerlink	10
1.3 Definition of Works Approvals	10
1.4 NAPA Rights and Owner's Works Approvals	11
1.5 Provision of information	11
1.6 Benefit of the NAPA Rights and the Owner's Works Approvals	12
1.7 Complying with conditions relating to the NAPA Rights and the Owner's Works Approvals	12
1.8 Satisfy Offset Obligations	12
1.9 Land Access and Works Approval Completion Notice	12
1.10 Powerlink's response to a Land Access and Works Approval Completion Notice	13
1.11 Indicative acceptance	13
2. Works	13
2.1 Purpose of Works	13
2.2 Obligation to construct Works	14
2.3 Construction standards and specifications and operational procedures	14
2.4 Compliance with law	15
2.5 Owner's quality obligations	15
3. Works Coordination Committee	15
3.1 Role of the Works Coordination Committee	15
3.2 Membership and procedures	16
3.3 Changes to Works	16
3.4 Limitations and disputes	17
3.5 Dissolution of the Works Coordination Committee	17
4. Works Coordination Plan, HSE management and Stakeholder and Landholder Requirements	17
4.1 Works Coordination Plan, HSE management and related obligations	17
4.2 Stakeholder and Landholder Requirements	17
5. Timing	17
5.1 Progress Schedule	17
5.2 Compliance with Progress Schedule	17
5.3 Milestone Dates for Works	18
5.4 Non-compliance with Progress Schedule	18
5.5 Delays due to missing an Outage Window	19
5.6 Powerlink delay	19
6. Changes to Works	19
6.1 Notice of Change	19
6.2 Minor Works Change	20
6.3 Major Works Change	20
6.4 [Customer / Generator] Works Change	20
6.5 Owner Works Change	20

Works Coordination Agreement

Part B – Inspection, testing and commissioning	21
7. Review of Negotiated Assets and Negotiated Assets	21
7.1 Inspection and testing of Negotiated Assets	21
7.2 No impediment to testing	21
7.3 Costs of inspection and testing and reviews	21
8. Compliance testing and commissioning of the [Customer / Generator] Facility	21
8.1 Inspection and testing of [Customer / Generator] Facility	21
8.2 No impediment to testing	22
8.3 Costs of testing	22
8.4 Commissioning of [Customer / Generator] Facility	22
9. Coordination of testing and commissioning of Works	22
9.1 Works Coordination Committee	22
9.2 Refusal to commission or connect	22
10. Refusal to connect	22
10.1 Refusal to commission or connect the Negotiated Assets	22
10.2 Technical Breach	23
10.3 Notification	23
10.4 Other non-compliance	23
10.5 Exchange of information	23
10.6 [Customer / Generator] obligations	23
10.7 [Verification]	24
10.8 Other disconnection rights and obligations	24
Part C – Ongoing obligations	25
11. Access to [Customer / Generator] Facility	25
11.1 Powerlink and Owner's rights of access to [Customer / Generator] Facility	25
11.2 Conditions of access to the [Customer / Generator] Facility	25
11.3 Stakeholder and Landholder Requirements	26
11.4 No fee	26
12. Access to, and control of, the NAPA Rights	26
12.1 Control of the NAPA Rights	26
12.2 Powerlink's rights of access prior to First Practical Completion Date	26
12.3 Conditions of Powerlink's access prior to First Practical Completion Date	27
12.4 Access by the Owner on and from the First Practical Completion Date	27
13. Access to Powerlink's Entity Works and Associated Sites	27
14. Communications	28
14.1 Notices	28
14.2 Contact details	28
14.3 Deemed receipt of notices	28
15. Intellectual Property	28
15.1 Pre-existing IPR	28

Works Coordination Agreement

15.2	IPR in Powerlink documents	29
15.3	New IPR	29
15.4	No use of Brands	29
15.5	Moral rights	29
15.6	Further action	30
Part D - Financial terms		30
16.	Charges for inspection and testing	30
16.1	Commencement of Charges	30
16.2	How Charges are worked out	30
16.3	Varying Charges	30
16.4	Additional Taxes	30
16.5	Escalation	30
17.	Billing and payment	31
17.1	Monthly invoice	31
17.2	Payment	31
17.3	Default interest	31
18.	Disputed invoices	31
18.1	Substantiating charges	31
18.2	Payment of disputed amounts	31
18.3	Resolving dispute	31
18.4	Referral to expert resolution	31
18.5	Payment following resolution	31
18.6	Refund following resolution	32
19.	Financial Security	32
20.	Insurance	32
20.1	Insurance for period prior to the First Practical Completion Date	32
20.2	Insurance for period after First Practical Completion Date	33
20.3	Insurance requirements	33
20.4	Compliance	34
20.5	Powerlink to take out insurance	34
20.6	Evidence of insurance	34
20.7	Certificate of insurance requirements	34
21.	Costs and duty	35
21.1	Expenses	35
21.2	Duty	35
21.3	Definitions	35
22.	GST	35
22.1	GST gross up	35
22.2	Tax Invoice	35
22.3	GST adjustment	35
22.4	Tax credits	36
22.5	GST and liability caps	36
22.6	GST exclusive consideration	36

Works Coordination Agreement

22.7	Definitions	36
Part E - Term and Termination		37
23.	Term	37
24.	Termination	37
24.1	Termination by Powerlink for other party breach	37
24.2	Termination for Insolvency	37
24.3	No termination by Owner	37
24.4	Termination by Powerlink for extended Force Majeure	37
24.5	Termination in relation to Works Approvals	37
24.6	Termination by Powerlink for failure to give Notice to Proceed	38
25.	After expiry or termination	38
25.1	Termination Costs	38
25.2	Survival of terms	38
Part F - Legal terms		39
26.	Liability and indemnity	39
26.1	Liability excluded	39
26.2	Indemnity for additional Costs	39
26.3	Indemnity for breach of law or stakeholder requirements	39
26.4	Indemnity for personal injury, etc	39
26.5	Mitigation	40
26.6	Contribution to loss suffered	40
26.7	Exclusion of Warranties	40
27.	Compliance with the Rules	40
27.1	General Compliance	40
27.2	[Customer / Generator] Compliance	40
27.3	Owner Compliance	40
27.4	Non-compliance	41
27.5	Inconsistency	41
27.6	Notice of inconsistency	41
27.7	Rule standards	41
28.	Dispute resolution	41
28.1	Mandated procedure	41
28.2	Disputes to which the Rules apply	41
28.3	No Rules dispute	41
28.4	Resolution by senior management	41
28.5	Resolution by expert	42
28.6	Expert's qualifications	42
28.7	Appointing expert	42
28.8	Expert not arbitrator	42
28.9	Procedural rules	42
28.10	Expert's costs	42
28.11	Expert's terms of appointment	42

Works Coordination Agreement

28.12	Expert's liability	43
28.13	Expert's investigations	43
28.14	Binding nature of determination	43
28.15	Recourse to litigation	43
28.16	Urgent interlocutory relief	43
29.	Confidentiality	44
29.1	General Obligation	44
29.2	Use	44
29.3	Disclosure	44
29.4	Consent	44
29.5	Associates	45
29.6	Notice of Disclosure	45
29.7	Public announcements	45
29.8	Announcements about assets	45
29.9	Network data	45
29.10	[Forecasts]	45
29.11	Receiving Party's return or destruction of records	45
30.	Force Majeure	46
30.1	Suspension of obligations	46
30.2	Effect of Force Majeure Event	46
30.3	Mitigation of Force Majeure Event	46
30.4	Failure to mitigate	46
30.5	Industrial action	46
30.6	End of Force Majeure Event	46
30.7	Notice of Force Majeure Event	46
30.8	Extended Force Majeure	47
31.	Re-negotiating Project Documents	47
31.1	Change Event	47
31.2	Notice of Change Event	47
31.3	Configuration Changes	47
31.4	Notification	48
31.5	Negotiations	48
31.6	Disputes	48
31.7	Implementing change	49
32.	Precedence of documentation	49
33.	General	49
33.1	Entire agreement	49
33.2	Giving effect to this agreement	49
33.3	Amending agreement	49
33.4	No representations or warranties	49
33.5	Indemnities	49
33.6	Severability	49
33.7	Assignment	50
33.8	Waiver and exercise of rights	51
33.9	Rights cumulative	51

Works Coordination Agreement

33.10	Warranty of authority	51
33.11	Governing law	51
33.12	Documentation and meetings	51
33.13	Dictionary	51
Schedule 1 – Interfaces and Boundaries		52
Schedule 2 – Works		54
Schedule 3 – Specifications and Detailed Design for the Negotiated Assets		60
Schedule 4 – Inspection and testing of the IUSA		63
Schedule 5 – Inspection and testing of the DNA		66
Schedule 6 - Charges and other amounts		69
Schedule 7 – Communication Contacts		72
Schedule 8 – Operational procedures		73
Schedule 9 – Works Coordination Plan, HSE, Stakeholder and personnel requirements		78
Schedule 10 – Dictionary		85
Signing page		101

Works Coordination Agreement



Details

Parties	Powerlink, [Customer / Generator] and Owner	
Powerlink	Name	Queensland Electricity Transmission Corporation Limited (trading as Powerlink Queensland)
	ABN	82 078 849 233
[Customer / Generator]	Name	xxxx
	ABN	xxxx
	Facility Address	xxxx
Owner	Name	xxxx
	ABN	xxxx
Recitals	A	Powerlink operates a <i>Transmission Network</i> in Queensland.
	B	[The [Customer / Generator] made an application to establish the connection of the [Customer / Generator] Facility to the <i>Transmission Network</i> operated by Powerlink.]
	C	The [Generator/Customer] requires connection to the <i>Transmission Network</i> [export/to take] Energy from the [Generator Facility to the] <i>Transmission Network</i> [("Generation")] [for consumption at the Customer Facility ("Load")].
	D	The parties have agreed that: <ul style="list-style-type: none"> (i) Powerlink will design, construct and own the Powerlink Assets; (ii) the Owner will design, construct and own the Owner Assets; and (iii) the [Customer / Generator] will design, construct and own the [Customer / Generator] Assets.
	E	Powerlink and the Owner have agreed that Powerlink will operate and maintain the Negotiated Assets on the terms and conditions of the Network Operating Agreement.
	F	The Connection and Access Agreement sets out the agreed terms for:

Works Coordination Agreement

	(i)	the provision of Transmission Services by Powerlink to the [Customer / Generator] using the <i>Transmission Network</i> (including the Negotiated Assets) on and from the [Load Connection Date / Relevant Unit Synchronisation Date for each Generating Unit]; and
	(ii)	[the charges that the Customer will pay to Powerlink for the provision of Transmission Services].
G		On the agreed terms set out in this agreement, Powerlink, the [Customer / Generator] and the Owner have agreed to coordinate the [Customer / Generator] Works, the Owner Works, the Powerlink Works and related works.
H		This agreement also sets out common provisions relating to the parties' contractual relationship.

Start Date	Date of agreement
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End Date	The later of: (a) the date of termination or expiry of [the/each] Network Operating Agreement for the Negotiated Assets; and (b) the date of termination or expiry of the Connection and Access Agreement.
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Date of agreement	The date that the last party signs this agreement - see Signing page
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Works Coordination Agreement

Agreement

Part A - Works

1. Access and Approval Obligations

1.1 Works Approvals

- (a) The [Customer / Generator] and Powerlink must obtain the Works Approvals for their Works in accordance with Schedule 2.
- (b) 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 of its Works Approvals by the applicable Approval Date:

- (a) Powerlink may terminate this agreement by notice to each other party; and
- (b) as between Powerlink and the [Customer / Generator], the provisions of clause [23] (Termination Costs) of the Connection and Access Agreement will apply.

1.3 Definition of 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, 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, safety management system, compensation agreement, impact statements, plans, integration plans, coordination plans, 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);

Works Coordination Agreement

- (iii) the *Electricity Laws*;
 - (iv) the *Electrical Safety Act 2002* (Qld);
 - (v) the *Planning Act 2016* (Qld);
 - (vi) the *Environmental Protection Act 1994* (Qld);
 - (vii) the *Nature Conservation Act 1992* (Qld);
 - (viii) the *Environment Protection and Biodiversity Conservation Act 1999* (Cth);
 - (ix) the *Aboriginal Cultural Heritage Act 2003* (Qld);
 - (x) the *Work Health and Safety Act 2012* (Qld);
 - (xi) the *Forestry Act 1959* (Qld);
 - (xii) the *Land Title Act 1994* (Qld);
 - (xiii) the *Vegetation Management Act 1999* (Qld);
 - (xiv) the *Coal Mining Safety and Health Act 1999* (Qld);
 - (xv) the *Mining and Quarrying Safety and Health Act 1999* (Qld);
 - (xvi) the *Petroleum and Gas Production and Safety Act 2004* (Qld);
 - (xvii) the *Water Act 2000* (Qld);
 - (xviii) the *Mineral Resources Act 1989* (Qld);
 - (xix) the *Native Title (Queensland) Act 1993* (Qld);
 - (xx) the *Native Title Act 1993* (Cth);
 - (xxi) the *Security of Critical Infrastructure Act 2018* (Cth);
 - (xxii) the *Building and Construction Commission Act 1991* (Qld); and
 - (xxiii) any other State, Commonwealth or local government laws, including, without limitation, building, environmental, town planning, electrical, cultural heritage, native title, safety and property laws; or
- (d) specified in Items 2.5 and 2.6 of Schedule 2 or in the Property and Approvals Specification as to be acquired or obtained by the relevant party.

1.4 NAPA Rights and Owner's Works Approvals

Promptly after the date of agreement, the Owner must, at its own expense, do all things necessary to obtain the NAPA Rights and the Owner's Works Approvals in accordance with the Property and Approvals Specification.

1.5 Provision of information

If requested by Powerlink, the Owner must promptly provide Powerlink with all information requested by Powerlink in connection with the NAPA Rights and the Owner's

Works Coordination Agreement

Works Approvals, including, negotiations with other parties, survey plans, GIS mapping information, landowner contact information and access protocols and procedures.

1.6 Benefit of the NAPA Rights and the Owner's Works Approvals

The Owner must do all things required to provide Powerlink with the benefit of:

- (a) the NAPA Rights; and
- (b) the Works Approvals obtained or acquired by the Owner.

1.7 Complying with conditions relating to the NAPA Rights and the Owner's Works Approvals

- (a) The Owner is responsible, at its expense, for satisfying and complying with all conditions, terms or requirements of the NAPA Rights and the Owner's Works Approvals.
- (b) Once obtained by the Owner and except to the extent otherwise provided by law or the conditions of Powerlink's transmission authority, Powerlink agrees to comply with all non-monetary conditions, terms or requirements relating to the NAPA Rights and the Owner's Works Approvals to the extent that they:
 - (i) are notified in writing to Powerlink;
 - (ii) relate to O&M Services to be performed by Powerlink under the Network Operating Agreement; and
 - (iii) do not cause Powerlink to breach any of its obligations as a *Transmission Network Service Provider*.

1.8 Satisfy Offset Obligations

- (a) The Owner must, at its own cost and expense, do all things necessary to meet any Offset Obligations that relate to anything done or required to be done under this agreement by the Owner.
- (b) The [Customer / Generator] must, at its own cost and expense, do all things necessary to meet any Offset Obligations that relate to anything done or required to be done under this agreement by the [Customer / Generator].
- (c) The parties acknowledge and agree that the Powerlink Works do not include any Offset Obligations.

1.9 Land Access and Works Approval Completion Notice

- (a) When the Owner believes it has obtained all NAPA Rights in accordance with the Property and Approvals Specification, it must provide Powerlink with a written notice to this effect ("**Land Access and Works Approval Completion Notice**").
- (b) The Land Access and Works Approval Completion Notice must contain all required evidence to conclusively verify the Owner's compliance (as applicable) with the Property and Approvals Specification.

Works Coordination Agreement

1.10 Powerlink's response to a Land Access and Works Approval Completion Notice

- (a) Within a reasonable time after Powerlink receives a Land Access and Works Approval Completion Notice, Powerlink will, by written notice, inform the Owner if Powerlink accepts or rejects (including the reasons for rejection), in whole or in part, the Land Access and Works Approval Completion Notice. A rejection may be subject to terms and conditions.
- (b) Clauses 1.9 and 1.10(a) apply to any matters rejected by Powerlink until such time as Powerlink accepts them.

1.11 Indicative acceptance

Nothing in clause 1.9 prevents the Owner from asking Powerlink for its indicative view about the acceptability of a matter the subject of the Property and Approvals Specification. However, an indicative view is not binding on Powerlink.

2. Works

2.1 Purpose of Works

The parties agree that:

- (a) the [Customer / Generator] Works are required to enable the [Customer / Generator] to:
 - (i) design, construct and test any [Customer / Generator] DCA Assets; and
 - (ii) connect the [Customer / Generator] Facility to the to the *Transmission Network*;
- (b) the Powerlink Works are required to enable Powerlink to:
 - (i) provide *Transmission Services* to the [Customer / Generator] on and from the [Load Connection Date / Relevant Unit Synchronisation Date for each Generator Unit] in accordance with the Connection and Access Agreement;
 - (ii) design, construct and commission the Powerlink Negotiated Assets to provide the O&M Services in accordance with the Network Operating Agreement on and from the First Practical Completion Date;
 - (iii) design, construct and commission the Powerlink DCA Assets; and
 - (iv) provide services to the other parties for their Works under this agreement; and
- (c) the Owner Works are required to enable the Owner to:
 - (i) design, construct and test the Owner Negotiated Assets to permit 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; and
 - (ii) design, construct and commission the Owner DCA Assets.

Works Coordination Agreement

2.2 Obligation to construct 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 Works” in item 2.6 of Schedule 2 (collectively, the “**Powerlink Works**”);
- (b) the [Customer / Generator] must:
 - (i) undertake the works described as [“Customer Works” / “Generator Works”] in item 2.6 of Schedule 2 (collectively, the [“Customer Works” / “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 2.6 of Schedule 2 (collectively, the “**Owner Works**”).

2.3 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 [Customer / Generator] must undertake all works (other than the Powerlink Works and the Owner Works) required to connect the [Customer / Generator] to the *Transmission Network*, including all [Customer / Generator] Works,

to the Applicable Standards, to the extent applicable to those works and the relevant assets and consistent with *Good Electricity Industry Practice*.
- (b) If any party becomes aware that any of the standards referred to in sub-clause (a) above are inconsistent with another, that party must notify the other parties in writing as soon as reasonably practicable after becoming aware of the inconsistency.
- (c) The Owner must design and construct the Owner Negotiated Assets to comply with the Functional Specification, the Interface Specification, the Detailed Design, the Property and Approvals Specification and the Delivery Specification (to the extent applicable to the Owner Negotiated Assets and the Owner Works).
- (d) Powerlink, the Owner and the [Customer / Generator] agree to comply with the operational procedures in Schedule 8 in relation to the operation of all high voltage electrical equipment that forms part of the Powerlink Assets, the [Customer / Generator] Assets and the Owner Assets, respectively.
- (e) Each party must use suitable new materials and workmanship as required by *Good Electricity Industry Practice*.

Works Coordination Agreement

2.4 Compliance with law

- (a) Subject to clause 27, in relation to their Works and Assets and activities under all Project Documents the parties:
 - (i) must and must take all reasonable steps to ensure that their Personnel comply with all applicable law, including the WHS Laws and Environmental Laws; and
 - (ii) must not, and must take all reasonable steps to ensure that their Personnel do not, cause another party to breach any applicable law, including the WHS Laws and Environmental Laws.
- (b) Without limiting this clause 2.4 the Owner and [Customer / Generator] must ensure that their Works (and things installed as part of their Works) do not involve or contain Asbestos, Asbestos Containing Materials or building products that are prohibited by, or do not comply with, applicable law.
- (c) Powerlink may arrange for a sample of anything installed as part of the Owner Works or [Customer / Generator] Works to be analysed for the presence of Asbestos, Asbestos Containing Materials or building products that are prohibited by, or do not comply with, applicable law.

2.5 Owner's quality obligations

- (a) Each description in the Functional Specification, Interface Specification, Delivery Specification, Property and Approvals Specification or Detailed Design of anything (including, but not limited to, materials, plant, machinery, equipment, document or electronic system, 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 thing or matter described; or
 - (ii) limit or otherwise prejudice any of the warranties in clause [5] (Warranties, Defects Liability Period and reinstatement of Negotiated Assets) of the Network Operating Agreement or any other performance levels or performance requirements stated in the Project Documents.
- (b) The Owner's 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. Works Coordination Committee

3.1 Role of the Works Coordination Committee

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

- (a) the design, construction, development, testing and commissioning of the Powerlink Works, the [Customer / Generator] Works and the Owner Works with particular

Works Coordination Agreement

focus on, and performance of, each party's works as required under this agreement to ensure that:

- (i) the Works are completed to be safe and in a safe, timely and efficient manner;
 - (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 Works 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 preparation of the Operational Interface Protocol under Schedule 8;
 - (d) the preparation of the Works Coordination Plan under Schedule 9;
 - (e) the testing and commissioning of the Works, the Powerlink Assets, the [Customer / Generator] Assets and the Owner Assets under clauses 7 to 10;
 - (f) any activities undertaken by Powerlink, the [Customer / Generator] or the Owner:
 - (i) during construction until the Second Practical Completion Date; or
 - (ii) during the Operating Period (as defined in the Network Operating Agreement),

that will affect the relevant party's Works or Assets or the capability to provide Transmission Services when the Powerlink Works are Complete.

3.2 Membership and procedures

The Works 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 reasonable 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 Works Coordination Committee's reasonable satisfaction that the presence of the representatives is required.

3.3 Changes to Works

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

Works Coordination Agreement

3.4 Limitations and disputes

The parties agree that:

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

3.5 Dissolution of the Works Coordination Committee

The Works Coordination Committee

- (a) dissolves immediately after the Second Practical Completion Date or at any earlier time agreed by the parties; and
- (b) will reconvene on the request of any party or for the purpose of managing any ongoing Interactions between the parties in conformity with Schedule 9.

4. Works Coordination Plan, HSE management and Stakeholder and Landholder Requirements

4.1 Works Coordination Plan, HSE management and related obligations

The Parties agree to comply with their obligations in Schedule 9.

4.2 Stakeholder and Landholder Requirements

The Works Coordination Plan must incorporate Powerlink's stakeholder and landholder requirements for the NAPA Rights (**Stakeholder and Landholder Requirements**), which form part of the Property and Approvals Specification and the Land Access Protocol.

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 Completion Date or to accommodate any change to Powerlink Works under clause 6. The parties must notify any such change to the Works 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,

Works Coordination Agreement

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):

- (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) a breach of an obligation under either or both of clause 2.4 or Schedule 9 by the other party; or
 - (iii) delays arising as a result of the [Customer's / Generator's] or Owner's (as applicable) failure to provide the Stakeholder and Landholder Requirements to Powerlink;
- (b) an inability to access the NAPA Rights affecting the party's ability to comply with its obligations under this agreement or to achieve a Milestone Date for which the party is responsible in the Progress Schedule, except if the delay is due to the party or its Personnel's failure to comply with the Owner's site requirements that had been reasonably communicated to the party or its applicable Personnel in advance;
- (c) 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 party is responsible in the Progress Schedule;
- (d) any Major Works Change;
- (e) any [Customer / Generator] Works Change;
- (f) any Owner Works Change; or
- (g) Powerlink exercising its right to stop or suspend performance of the Powerlink Works under a Project Document, including clause [17.4] 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.

Works Coordination Agreement

- (b) Upon request by one party to the other parties, the Works 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 [Customer / 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 outage arranged by Powerlink in consultation with AEMO and third parties, in which case, [the Back Energisation and the] [Load Connection Date / Relevant Unit Synchronisation Date] may be materially delayed; and
- (c) Powerlink will not be liable to the Owner or the [Customer / 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 or by a Force Majeure Event, if the Powerlink Works are not Completed by the Target Completion Date (or, if previously adjusted, the revised Target Completion Date), then Powerlink must pay to the [Customer / Generator], as a debt due and payable to the [Customer / 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 Completion Date is required or permitted under clauses 5.3 or 6.2, Powerlink may notify the [Customer / Generator] and the Works Coordination Committee of a revised Target 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 [Customer / Generator] agrees that liquidated damages under Schedule 2 (Delays in Powerlink Works) of the Connection and Access Agreement (if any) are the [Customer / Generator's] sole remedy for any delay to Completion of the Powerlink Works by the Target Completion Date [Completion Date?] caused by an event or events contemplated by this clause 5.6.

6. Changes to Works

6.1 Notice of Change

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

Works Coordination Agreement

6.2 Minor Works Change

Powerlink may change the Powerlink Works during construction without the [Customer's / 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 [Customer / Generator] under the Connection and Access Agreement;
- (b) the provision of operation and maintenance services by Powerlink under the Network Operating Agreement;
- (c) any Works related costs of the [Customer / Generator] or the Owner;
- (d) the Target Completion Date for the Powerlink Works,

("Minor Works Change").

6.3 Major Works Change

Powerlink must obtain the Owner's and the [Customer's / Generator's] written consent before making a change to the Powerlink Works that is not a Minor Works Change (each a "Major Works Change"). The [Customer / Generator] and the Owner must not unreasonably withhold their consent to a Major Works Change requested by Powerlink.

6.4 [Customer / Generator] Works Change

- (a) The [Customer / Generator] must not, without Powerlink's prior written consent, change the [Customer / Generator] Works ([Customer Works Change" / 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 its consent to a [Customer / Generator] Works Change requested by the [Customer / Generator] provided that the [Customer / Generator] 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 [Customer / 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 consent to an Owner Works Change may be granted conditionally upon the charges under the Network Operating Agreement being revised to reflect any actual increase to Powerlink's cost of providing the O&M Services as a result of the Owner Works Change.

Works Coordination Agreement

Part B – Inspection, testing and commissioning

7. Review of Negotiated Assets and Negotiated Assets

7.1 Inspection and testing of Negotiated Assets

- (a) Subject to clauses 10.7 and 11, the parties agree that, for the purposes of clause 5.7.8 of the Rules, the procedures and requirements in Schedule 4 and Schedule 5 apply to inspection and testing of the Negotiated Assets.
- (b) Nothing in this clause 7.1:
 - (i) 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; or
 - (ii) limits the [Customer / Generator]'s obligation to carry out, or procure, at the Owner's cost, any tests required to be undertaken as part of the [Customer / Generator] Works.

7.2 No impediment to testing

The Parties 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 inspection and testing and reviews

The Owner must:

- (a) pay the Charges to Powerlink; and
 - (b) bear its own Costs,
- in connection with:
- (c) inspection and testing of the Negotiated Assets; and
 - (d) Powerlink's review of the NAPA Rights to assess compliance with the Property and Approvals Specification.

8. Compliance testing and commissioning of the [Customer / Generator] Facility

8.1 Inspection and testing of [Customer / Generator] Facility

- (a) Subject to clauses 10.7 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 [Customer / Generator] Facility.
- (b) Nothing in this clause 8.1 limits the [Customer's / Generator's] obligation to carry out, or procure, at the [Customer / Generator]'s cost, any tests required to be undertaken as part of the [Customer / Generator] Works.

Works Coordination Agreement

8.2 No impediment to testing

Powerlink and the [Customer / 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 the [Customer / Generator] Facility will be borne by the [Customer / Generator].

8.4 Commissioning of [Customer / Generator] Facility

Subject to clause 9, clause 5.8 of the Rules applies to the commissioning of the [Customer / Generator] Facility and the Powerlink Works under this agreement.

9. Coordination of testing and commissioning of Works

9.1 Works Coordination Committee

The Works 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 or an applicable Works Coordination Plan.

9.2 Refusal to commission or connect

This clause 9 does not affect Powerlink's rights to refuse to commission the Powerlink Works or connect the [Customer / Generator] Facility (or any part of it) to the *Transmission Network* under clause 10.2.

10. Refusal to connect

10.1 Refusal to commission or connect the Negotiated Assets

Powerlink may refuse to conduct Site Acceptance Testing of, or commission or connect the Negotiated Assets (or any part of it) to the *Transmission Network* for any reason

Works Coordination Agreement

permitted under Schedule 2 or the Delivery Specification or the Property and Approvals Specification.

10.2 Technical Breach

Without limiting clause 5.5, Powerlink may refuse to commission the Powerlink Works or connect the [Customer / Generator] Facility (or any part of it) to the Negotiated 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 Negotiated Assets; or
- (c) the operation of the *Transmission Network*; or
- (d) other *Transmission Network Users*.

10.3 Notification

Powerlink agrees to give written notice to the [Customer / Generator] and the Owner of any Technical Breach and any proposed refusal to commission or connect under clause 10.2, including:

- (a) sufficient details to enable the [Customer / 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 refusal to commission the Powerlink Works or connect the [Customer / Generator] Facility, (which, except in the event of an emergency, 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.

10.4 Other non-compliance

If a Technical Breach is not likely to have the material adverse effect referred to in clause 10.2, Powerlink may nevertheless refuse to connect the [Customer / Generator] Facility or the Powerlink Assets (or refuse to commission the Powerlink Works) if the [Customer / 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.

10.5 Exchange of information

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

10.6 [Customer / Generator] obligations

Powerlink is not obliged to commission the Powerlink Works, or connect the [Customer / Generator] Facility (or any part of it) to the Negotiated Assets or the *Transmission*

Works Coordination Agreement

Network where it has refused to connect under this clause 10 unless the [Customer / 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.

10.7 [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 Negotiated Assets 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 10.7.]

10.8 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.

Works Coordination Agreement

Part C – Ongoing obligations

11. Access to [Customer / Generator] Facility

11.1 Powerlink and Owner's rights of access to [Customer / Generator] Facility

The [Customer / Generator] grants each of Powerlink and the Owner a non-exclusive licence to access and use the [Customer / 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 [Customer / Generator] Facility;
- (b) to install and keep any Powerlink Assets, Powerlink equipment or Owner Assets (as applicable) that must be located on the [Customer / Generator] Facility;
- (c) to inspect, maintain, repair or replace any Powerlink Assets, Powerlink equipment or Owner Assets (as applicable) on the [Customer / Generator] Facility;
- (d) to ensure that the [Customer / Generator] Works and the [Customer / 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 Assets (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 to the [Customer / Generator] Facility

Subject to the Works Coordination Plan and the [Customer's / 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 [Customer / Generator] Facility under this clause 11, that party agrees to:

- (a) except for clause 11.1(e), give reasonable notice to the [Customer / Generator] before exercising its right of access (and, to avoid doubt, is not entitled to access the [Customer / Generator] Facility unless that notice is given);
- (b) comply with the [Customer's / Generator's] reasonable operating rules and safety management system requirements that relate to access to the [Customer / Generator] Facility;
- (c) use reasonable endeavours to ensure that its access:
 - (i) does not impede the [Customer's / 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 [Customer / Generator]; and

Works Coordination Agreement

- (d) allow the [Customer / Generator] to reasonably supervise the party's activities and conduct when exercising a right of access under this clause 11, but any such supervision will not relieve the party exercising the right of access from responsibility for its activities.

11.3 Stakeholder and Landholder Requirements

The [Customer / Generator] must comply with the Stakeholder and Landholder Requirements 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. Access to, and control of, the NAPA Rights

12.1 Control of the NAPA Rights

- (a) In this clause, the terms 'principal contractor' and 'workplace' have the same meanings assigned to those terms under the WHS Laws.
- (b) Unless otherwise agreed in the Works Coordination Plan:
 - (i) from the Start Date until the First Practical Completion Date, management and control of the NAPA Rights, will reside with the applicable Owner or its nominated principal contractor(s) (as applicable); and
 - (ii) from the First Practical Completion Date until the end of the Term, management and control of the NAPA Rights will reside with Powerlink or its nominated principal contractor (as applicable).

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

Prior to the First Practical Completion Date, the Owner grants Powerlink a non-exclusive licence to access and use the NAPA Rights 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 NAPA Rights;
- (b) to install and keep any Powerlink Assets or Powerlink equipment that must be located on the Negotiated Assets;
- (c) to inspect, maintain, repair or replace any Powerlink Assets or Powerlink equipment on the NAPA Rights;
- (d) to ensure that:
 - (i) the Owner Works and the Owner Assets (or any part of them);
 - (ii) the [Customer / Generator] Works and the [Customer / Generator] Assets (or any part of them),

comply with this agreement and applicable law, including the Electricity Laws;

Works Coordination Agreement

- (e) to deal with any emergency or potential emergency that relates to or affects the Negotiated Assets or Powerlink's equipment; and
- (f) to exercise a right or perform an obligation it has under this 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 Works Coordination Plan and Owner 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 Negotiated Assets under this clause 12.3, Powerlink agrees to:

- (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 and safety management system requirements that relate to access to the NAPA Rights, provided that:
 - (i) if the NAPA Right is at that time on Entity Works or an Associated Site; or
 - (ii) if electrical equipment on the Negotiated Assets is intended to form part of the Entity Works, and at that time potentially lethal current has been introduced or is capable of being introduced to that equipment,the Owner's system is consistent with and provides an equivalent degree of safety as 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;
 - (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 the First Practical Completion Date

On and from the First Practical Completion Date, if the Owner (including their Personnel) seeks access to the NAPA Rights, they 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 nominated HSE management system requirements. For the avoidance of doubt, this will include Powerlink's ESMS Applicable Requirements from time to time including the requirements of SAHVEA and the Green Book.

13. Access to Powerlink's Entity Works and Associated Sites

Except if clause 12 applies, if the Owner (or its Personnel) or [Customer / Generator] (or its Personnel) seek access to the Entity Works or an Associated Site for the purpose of the

Works Coordination Agreement

Owner Works or the [Customer / Generator] Works, or for any other reason under any Project Agreement, the Owner and [Customer / Generator] must, and must each procure that its Personnel, comply with item 5 of Schedule 9.

14. Communications

14.1 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 email.

14.2 Contact details

- (a) Prior to the Second Practical Completion Date, the parties contact details for notices under this agreement are set out in Schedule 7.
- (b) A party may notify the other in writing from time to time of any change to the contact details for operational communications and notices.

14.3 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) if sent by email, the first to occur of:
 - (i) receipt by the sender of any email acknowledgement from the addressee's information system showing that the notice has been delivered to the email address of that addressee;
 - (ii) the time that the notice enters an information system which is under the control of the addressee; or
 - (iii) the time that the notice is first opened or read by the addressee,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the notice 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 it's 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:

Works Coordination Agreement

- (i) use, reproduce and modify; and
- (ii) sub-license third parties to use, reproduce and modify,
that Pre-Existing IPR.
- (c) To the extent that Powerlink needs to use any of the [Customer's / Generator's] or it's Personnel's Pre-Existing IPR to perform, or receive the benefit of, the Project Documents, the [Customer / 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) or clause 29, the [Customer / 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 and the Property and Approvals Specification (including in relation to any edits or amendments made by a party other than Powerlink).
- (b) Subject to clause 15.4, to the extent that the Owner or the [Customer / Generator] needs to use any of Powerlink's Intellectual Property Rights to perform, or receive the benefit of, the Project Documents, Powerlink grants each of the Owner and the [Customer / 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 by the parties under or in relation to the Project Documents will vest in Powerlink unless the parties agree otherwise in writing.

15.4 No use of Brands

The [Customer / Generator] and the Owner must not, and must ensure that their Personnel do not, use, copy or alter the Brands without Powerlink's prior written consent.

15.5 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.

Works Coordination Agreement

15.6 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.

Part D - Financial terms

16. Charges for inspection and testing

16.1 Commencement of Charges

Powerlink will charge the Owner, and the applicable Owner must pay to Powerlink, the Charges for the inspection and testing services for the Negotiated Assets and the NAPA Rights 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 6.

16.3 Varying Charges

- (a) The Owner and the [Customer / Generator] agree 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, [Customer / 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 [Customer / 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 6 will apply for the escalation of the Charges.

Works Coordination Agreement

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
- (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

Powerlink 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.

Works Coordination Agreement

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.

19. Financial Security

- (a) The [Customer / 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 Insurance for period prior to the First Practical Completion Date

Between the Start Date and the First Practical Completion Date, each Owner must, at its own cost, take out, maintain and comply with the insurance policies for:

- (a) loss or damage to their Negotiated Assets and their Works for an amount of not less than the Contract Works 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 and Bush Fire 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 their Negotiated Assets which is mandated by law from time to time,

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

Works Coordination Agreement

20.2 Insurance for period after First Practical Completion Date

From the First Practical Completion Date, each Owner must, at its own cost, take out, maintain and comply with:

- (a) loss or damage to the Negotiated Assets and the NAPA Rights for an amount of not less than the replacement value;
- (b) liability and bush fire coverage including, at a minimum:
 - (i) loss or damage to real or personal property of Powerlink, including, 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
 - (iii) 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 Liability Insurance Amount; and
- (c) workers' compensation insurance and any insurance relating to the ownership of the Owner Negotiated Assets which is mandated by law from time to time; and
- (d) an insurance policy for professional indemnity for an amount of not less than the Professional Indemnity Insurance Amount for a period of six years from the First Practical Completion Date with a reputable insurer approved by Powerlink (acting reasonably).

20.3 Insurance requirements

Each Insurance policy held by the Owner 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;

Works Coordination Agreement

- (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.

20.4 Compliance

Each Owner must:

- (a) reinstate an Insurance policy if it lapses;
- (b) not do or permit to be done any act that may cause their 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 an Insurance policy (including a notice of claim) relevant to Powerlink's interests; or
 - (ii) the insurer intends to change or cancel an Insurance policy where such change or cancellation would significantly reduce Powerlink's ability to benefit from the Insurance.

20.5 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 its sole discretion, is required to operate its *Transmission Network* (including the Negotiated Assets and the NAPA Rights); and
- (b) workers compensation insurance and any insurance relating to the Powerlink Works which is mandated by law from time to time.

20.6 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.

20.7 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.

Works Coordination Agreement

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 [Customer / Generator] is liable for and must pay all duty imposed on the Project Documents. The [Customer / 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
- (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.

Works Coordination Agreement

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.

Works Coordination Agreement

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 immediately terminate this agreement by written notice where:

- (a) the Owner or the [Customer / 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 [Customer / 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

Subject to clause 24.3 and unless prohibited or stayed from doing so under the Ipso Facto Laws, 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 No termination by Owner

- (a) Subject to clause 24.3(b), 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) The Owner may terminate this agreement if Powerlink ceases to hold:
 - (i) a transmission authority; and
 - (ii) registration as a *Network Service Provider*,
in relation to its *Transmission Network*.
- (c) Nothing in clause 24.3(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.

24.4 Termination by Powerlink for extended Force Majeure

Powerlink may terminate this agreement under clause 30.8.

24.5 Termination in relation to Works Approvals

Powerlink may terminate this agreement under clause 1.2.

Works Coordination Agreement

24.6 Termination by Powerlink for failure to give Notice to Proceed

Powerlink may terminate this agreement by notice to the [Customer / 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 [23] (Termination Costs) of the Connection and Access Agreement will apply as between Powerlink and the [Customer / Generator]; and
- (b) the provisions of clause [20] (End of Term Costs) of the Network Operating Agreement will apply as between Powerlink and the Owner.

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.

Works Coordination Agreement

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 [Customer / Generator] for any loss, injury, damage or expense suffered or incurred by the [Customer / Generator] in relation to this agreement (whether in contract, tort or otherwise), except to the extent provided in clause [25] (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 [23] (Liability and indemnity) of the Network Operating Agreement.
- (b) As far as the law permits, the [Customer / 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 [25] (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 [23] (Liability and indemnity) of the Network Operating Agreement.

26.2 Indemnity for additional Costs

Each of the [Customer / 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 [Customer / Generator] Works, the Owner Works or the procurement of the NAPA Rights, 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 Stakeholder and Landholder Requirements.

26.3 Indemnity for breach of law or stakeholder requirements

Each of the [Customer / Generator] and the Owner indemnify Powerlink and its Personnel against any loss, damage or Costs incurred by Powerlink and its Personnel arising from, or in respect to, the [Customer's / Generator's] or the Owner's (as applicable) non-compliance with any or all of clauses 2.4 and 4.

26.4 Indemnity for personal injury, etc

Each of the Generator and the Owner indemnify Powerlink and its Personnel against any loss, damage or Costs incurred by Powerlink or its Personnel, including under any Third Party Claims, arising out of or in connection with:

- (a) personal injury, illness or death to any person;

Works Coordination Agreement

- (b) damage or harm to any property;
- (c) damage or harm to the environment,

as a result of the [Customer's / Generator's] or the Owner's (as applicable) negligence or other tort, breach of agreement or breach of any laws.

26.5 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.

26.6 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.

26.7 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

Each party must comply with its relevant obligations under the Rules so far as they related to the Project Documents.

27.2 [Customer / Generator] Compliance

The [Customer / 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.

Works Coordination 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
- (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.

Works Coordination Agreement

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;
- (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 complaint 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 Chair for the time being of Resolution Institute.

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 but must be instructed by the parties to adhere to the Resolution Institute Expert Determination Rules.

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:

Works Coordination Agreement

- (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;
- (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.

Works Coordination Agreement

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.

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 and the Project Documents;
- (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.

Works Coordination Agreement

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 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 not, 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 [Customer / Generator] Assets, the Owner Assets, the Powerlink Assets and the *Transmission Network*.

29.10 [Forecasts]

[To enable Powerlink to comply with its Rules obligations relating to network planning, the Customer agrees to provide Forecasts to Powerlink. Powerlink may publish the Forecasts in accordance with the Rules.]

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.

Works Coordination Agreement

- (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 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

Works Coordination Agreement

- (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 [Customer / 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
- (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) Without limiting the application of Chapter 5 of the Rules and any applicable *Access Policy*, 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 Asset Boundaries, the Powerlink Assets, the Negotiated Assets or a DCA (“**Configuration Changes**”), including:
 - (i) changes to the use or operation of the Negotiated Assets or a DCA;
 - (ii) changes to accommodate increased demand on the *Transmission Network* or increased transfer of electricity through the Negotiated Assets or a DCA;
 - (iii) the addition of new Negotiated Assets or a new DCA or the removal of a Negotiated Asset or a DCA; or
 - (iv) the planning, design or delivery of *DNA Services*.

Works Coordination Agreement

- (b) To avoid doubt, a change to the Asset Boundaries, the Powerlink Assets, the Negotiated Assets or a DCA 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 Negotiated Assets and NAPA Rights), [3] (Operation and Maintenance of Negotiated Assets), [5] (Warranties, Defects Liability Period and reinstatement of Negotiated Assets) and [6] (Telecommunications) of the Network Operating Agreement,

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

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 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

Works Coordination Agreement

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 6 of Schedule 3.

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.

Works Coordination Agreement

33.7 Assignment

- (a) Subject to clause 33.7(b) and unless prohibited by law, 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;
 - (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 [Customer / Generator], the proposed assignee provides Powerlink with any Financial Security as required by, and in accordance with, clause [17] (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 [11] (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.

Works Coordination Agreement

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:

- (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 Documentation and meetings

- (a) All annexures, schedules, appendices and supporting instruments under or to the Project Documents must be written in English.
- (b) All meetings between the parties must be held in Brisbane, Queensland unless otherwise agreed.

33.13 Dictionary

Defined terms in this agreement are contained in Schedule 10.

EXECUTED as an agreement.

Works Coordination Agreement



Schedule 1 – Interfaces and Boundaries

1. IUSA¹

The IUSA is the facility that will comprise the following components:

Owner IUSA Assets	Powerlink IUSA Assets
Primary Systems	
[Insert]	[Insert – e.g. secondary and telecommunications equipment for the IUSA]
Secondary Systems	
[Insert]	[Insert – e.g. secondary and telecommunications equipment for the IUSA]

2. DNA²

The DNA will comprise the following components:

Owner DNA Assets	Powerlink DNA Assets
Primary Systems	
[Insert]	[Insert]
Secondary Systems	
[Insert]	[Insert]

¹ [This template has been prepared on the basis that only a third party (the Owner) or Powerlink will design, construct or own all or part of the IUSA. If the generator will instead design, construct or own all or part of that asset, the template will need to be modified]

² [This template has been prepared on the basis that only a third party (the Owner) or Powerlink will design, construct or own all or part of the DNA. If the generator will instead design, construct or own all or part of that asset, the template will need to be modified]

Works Coordination Agreement

3. DCA

The DCA will comprise the following components:

Owner DCA Assets	Powerlink DCA Assets	[Customer / Generator] DCA Assets
Primary Systems		
[Insert]	[Insert]	[Insert]
Secondary Systems		
[Insert]	[Insert]	[Insert]

4. [Customer / Generator] Facility

The [Customer / Generator] Facility will comprise the following components:

[Customer / Generator] Facility
[Insert]

5. Asset Boundaries and *Metering Installations*

The Asset Boundaries and the locations of the *Metering Installations* are depicted below:

[Diagram to be inserted]

Works Coordination Agreement



Schedule 2 – Works

1. Standards

The following are mandatory standards for Works under this agreement:

[List to be discussed during negotiations]

2. Scope of Works

2.1 Overview

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

2.2 Scope

The scope of the project is to [insert scope details].

This will be facilitated by:

(a) [insert]

2.3 Assumptions:

The assumptions are as follows:

(a) [Insert]

2.4 Exclusions:

The assumptions are as follows:

(a) [insert].

2.5 Powerlink Works Approvals

The following table sets out the Works Approvals that Powerlink is required to obtain and maintain.

Powerlink Works Approvals	Applicable Approval Authority	Required [Generator/ Customer] or Owner inputs/ support for Approval application
[insert name/ description of approval]		

Powerlink Works Approvals	Applicable Approval Authority	Required [Generator/ Customer] or Owner inputs/ support for Approval application

2.6 [Customer / Generator] Works Approvals

The following table sets out the Works Approvals that the [Customer / Generator] is required to obtain and maintain.

[Customer / Generator] Works Approvals	Applicable Approval Authority	Required Powerlink or Owner inputs/ support for Approval application
[insert name/ description of approval]		

3. Works

3.1 [Customer / Generator] Works, Powerlink Works and Owner Works

The following table sets out the [Customer / Generator] Works, the Powerlink Works and the Owner Works:

Powerlink Works	Owner Works	[Customer / Generator] Works

The [Customer / Generator] must provide the [Customer / Generator] Works to ensure suitable interfacing with the Powerlink Works and the Owner Works. The [Customer / Generator] acknowledges and agrees that it must complete the [Customer / Generator] Works in accordance with this Schedule 2 in a timely and co-ordinated manner so as to allow Powerlink and the Owner to satisfy their obligations under the Project Documents.

3.2 Exclusions and Assumptions

- (a) The Charges under the Connection and Access Agreement are calculated based on the following scope and estimate exclusions ('**Powerlink Exclusions**') and assumptions ('**Powerlink Assumptions**'), and any deviation from these assumptions, and the advent of the exclusions, may, in Powerlink's discretion, result in a Cost Variation (as defined in the Connection and Access Agreement).

(b) **Scope Exclusions:**

The Powerlink Works specifically excludes the following:

- (i) [list exclusions]

(c) **Assumptions**

In developing the scope and cost estimate for the Powerlink Works, and on which the Charges are based, Powerlink has, without limitation of other assumptions, made the following specific assumptions:

- (i) [list assumptions]

3.3 Construction start and finish

Powerlink agrees to start the Powerlink Works promptly after the date stated in the Notice to Proceed, and Complete the Powerlink Works by the Target Completion Date, in accordance with this agreement.

3.4 Notice to Proceed

- (a) The [Customer / 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:
- (i) earlier than the date of the notice; or
- (ii) later than the date that is three months after the date of the notice.

4. Defined terms for Negotiated Assets

Term	Meaning for an IUSA	Meaning for a DNA
First Handover	[the meaning given in the IUSA Delivery Specification]	[the meaning given in the DNA Delivery Specification] or [N/A]
First Practical Completion Date	means the date that Powerlink, acting reasonably, certifies in writing that the Owner has met the requirements for Second Handover.	[the meaning given in the DNA Delivery Specification]
Second Handover	[the meaning given in the IUSA Delivery Specification]	[the meaning given in the DNA Delivery Specification]
Second Practical Completion Date	the [Load Connection Date / last Relevant Unit Synchronisation Date for the Generator Facility]	[the meaning given in the DNA Delivery Specification]

5. Progress Schedule

[To be inserted]

6. Requirements for the [Customer / Generator] Facility

6.1 [Customer / Generator] Works Obligations

- (a) [The DC voltage level at the Customer Facility must be [125 VDC].]
- (b) [The Generator must design the Generator Facility and the Generator Works in accordance with the SDM8 Design Standard.]
- (c) The [Customer / Generator] Works must:
 - (i) comply with all requirements of the Project Documents;
 - (ii) be fit for the purpose including, without limitation, the efficient and safe performance of the Powerlink Works;
 - (iii) comply with all applicable laws and Works Approvals; and
 - (iv) comply with the Applicable Standards.
- (d) The [Customer's / Generator's] obligations in relation to, and responsibility for, [Customer / Generator] Works are in no way limited or reduced by:
 - (i) any review, inspection, approval, rejection, non-rejection, consent test, comment, permission to use, expression of satisfaction with or direction by Powerlink in relation to:
 - (A) [Customer / Generator] Works; or
 - (B) any design, specification or other document provided by or on behalf of the [Customer / Generator] for [Customer / Generator] Works; or
 - (ii) Powerlink starting to perform Powerlink Works, on or in relation to [Customer / Generator] Works.

6.2 [Taking load for Back Energisation and up to Relevant Unit Synchronisation Date]

For the purpose of enabling the Generator to Back Energise a Generation Unit and during the period from Back Energisation of a Generation Unit to its Relevant Unit Synchronisation Date, Powerlink will permit the Generator to draw load from the *Transmission Network* (on terms and conditions determined from time to time by Powerlink, including without limitation, load draw limits/amounts, reduction, suspension, ending and disconnection). The Generator acknowledges and agrees that under no circumstances is the Generator permitted or entitled to send out or export any electricity into the *Transmission Network* using the relevant Generation Unit unless and until the Relevant Unit Synchronisation Date is reached.]

6.3 [Customer / Generator] to provide Construction Release before commencement of interface work

- (a) Under items [#] and [#] of the Progress Schedule, the [Customer / Generator] must provide Powerlink with a certification about the completion of specified works.
- (b) The relevant certification must be given by the [Customer / 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 [Customer / Generator] providing independent evidence and certification in support of its statements.

6.4 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 [Customer / Generator] providing independent evidence and certification in support of its statements.

7. Dates for Powerlink Works

- (a) For the Powerlink Works:
 - (i) the “**Target 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 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 Completion Date (or, if previously adjusted, the revised Target Completion Date whether occurring before, during or after the Target Completion Date):
 - (A) subject to Powerlink using reasonable endeavours to obtain the Works Approvals, 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 3.2 of this Schedule 2;
 - (C) the occurrence of an exclusion listed in item 2.4 of this Schedule 2;
 - (D) the occurrence of an exclusion listed in item 2.5 of this Schedule 2;
 - (E) the occurrence of an Outage Event;
 - (F) the occurrence of a Change Event; or
 - (G) Powerlink not having the benefit of the Stakeholder and Landholder Requirements.

- (b) Powerlink must give the [Customer / Generator] a written notice within five Business Days of the Completion of the Powerlink Works. The “**Completion Date**” means the date stated in the notice which must be the day that the Powerlink Works achieved Completion (which may be earlier than the date of the notice itself)
- (c) [Powerlink must give the Generator a written notice within 25 Business Days of Generator Unit 1 achieving Back Energisation. The “**Unit 1 Back Energisation Date**” means the date stated in the notice 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).]
- (d) In assessing adjustments to the Target Completion Date:
 - (i) Powerlink can take into account both the cause of the delay and the consequences of that cause;
 - (ii) when a cause of delay listed in item 6.5(a)(ii)) above overlaps with a cause of delay not so listed, Powerlink is entitled to disregard the cause of delay not listed in item 6.5(a)(ii) above; and
 - (iii) Powerlink can disregard questions of whether:
 - (A) the relevant Powerlink Works could still reach Completion by the Target Completion Date without an adjustment; or
 - (B) Powerlink can accelerate the Powerlink Works.

8. [System strength connection works]

- (a) [Insert if required.]

Works Coordination Agreement



Schedule 3 – Specifications and Detailed Design for the Negotiated Assets

1. Functional Specification

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

2. Interface Specification

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

3. Detailed Design

Reference Number (if applicable)	Document	Version / Issue
IUSA		
	[Insert for Owner Works relevant to an IUSA]	
	[Insert for Powerlink IUSA Works]	

Works Coordination Agreement

Reference Number (if applicable)	Document	Version / Issue
	[Insert for [Customer / Generator] IUSA Works relevant to an IUSA]	
DNA		
	[Insert for Owner Works relevant to DNA]	
	[Insert for Powerlink Works relevant to DNA]	
	[Insert for Owner Works relevant to a DNA]	

4. Delivery Specification

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

5. Property and Approvals Specification

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

6. Precedence of documentation

[Note: to be confirmed prior to signing]

6.1 Position Prior to Second Practical Completion Date

In the event of any inconsistency between the provisions of any of the Project Documents which arises prior to the Second Practical Completion Date, the inconsistency is to be resolved in the following order of precedence:

Works Coordination Agreement

[TBA]

6.2 Position on and from Second Practical Completion Date

In the event of any inconsistency between the provisions of any of the Project Documents which arises on or after the Second Practical Completion Date, the inconsistency is to be resolved in the following order of precedence:

- (a) the Network Operating Agreement;
- (b) the Connection and Access Agreement;
- (c) the Works Coordination Agreement;
- (d) the Functional Specification and the Property and Approvals Specification;
- (e) the Interface Specification;
- (f) the Detailed Design; and
- (g) the Delivery Specification.

Works Coordination Agreement



Schedule 4 – Inspection and testing of the IUSA

1. Context

This Schedule applies to the inspection and testing of the IUSA. It should be read in conjunction with the Delivery Specification (for IUSAs).

2. Independent IUSA Assessor

2.1 Appointment of Independent IUSA 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.
- (d) If the [Customer / 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 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 IUSA Assessor**):

- (a) keeps, for a period of seven years from the date of creation, adequate documents and records recording the Independent IUSA 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

Works Coordination Agreement

- (b) provides copies of those accounts, documents and records to Powerlink within seven days of their production or otherwise in accordance with the Delivery Specification, or upon request by Powerlink.

3. Testing and maintenance of IUSA

3.1 Factory Acceptance Testing and Site Acceptance Testing for the IUSA

The parties must undertake Factory Acceptance Testing and Site Acceptance Testing of the IUSA in accordance with the Delivery Specification.

3.2 Maintenance of Powerlink IUSA

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 which are installed or located on the NAPA Rights, in accordance with the Delivery Specification.

4. Inspection and review of Works by Powerlink

4.1 IUSA Review Points

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

IUSA Review Point	Details

4.2 Services provided by Powerlink

- (a) At each IUSA 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 IUSA Review Point; and
 - (ii) review all documentation prepared by the Owner or its Independent IUSA Assessor, and provided to Powerlink since the later of:
 - (A) the Notice to Proceed Date; or
 - (B) the last IUSA 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

Works Coordination Agreement

Owner Works which the Owner is undertaking or has completed (as applicable) at the IUSA Review Point.

- (b) 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, and the Owner must rectify such non-conformances in accordance with the Delivery Specification.

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 IUSA:

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

Works Coordination Agreement



Schedule 5 – Inspection and testing of the DNA

1. Context

This Schedule applies to the inspection and testing of the Owner Works. It should be read in conjunction with:

- (a) the Delivery Specification; and
- (b) the Property and Approvals Specification.

2. Independent DNA Assessor

2.1 Appointment of Independent DNA 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.
- (d) If the [Customer / 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 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 DNA Assessor**):

- (a) keeps, for a period of seven years from the date of creation, adequate documents and records recording the Independent DNA Assessor's assessment of the

Works Coordination Agreement

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. Testing of the DNA

Factory Acceptance Testing and Site Acceptance Testing of the DNA must be undertaken in accordance with the Delivery Specification.

4. Inspection and review of Owner Works by Powerlink

4.1 DNA Review Points

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

DNA Review Point	Details

4.2 Services provided by Powerlink

- (a) At each DNA 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 DNA Review Point; and
 - (ii) review all documentation prepared by the Owner or its Independent DNA Assessor, and provided to Powerlink since the later of:
 - (A) the Notice to Proceed Date; or
 - (B) the last DNA 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 DNA Review Point.

- (b) Powerlink must use all reasonable endeavours to notify the Owner of any non-conformances against the Functional Specification, the Interface Specification, the

Works Coordination Agreement

Detailed Design and the Delivery Specification in relation to the Owner Works , and the Owner must rectify such non-conformances in accordance with the Delivery Specification.

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 DNA:

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

5. NAPA Rights and approvals

- (a) The Land Access and Works Approval Completion Notice must be received by Powerlink by the applicable date specified in the Progress Schedule. If this date is not met, the First Practical Completion Date must be adjusted in accordance with clauses 5.3 and 5.4 of this agreement.
- (b) [Insert any bespoke requirements relating to Powerlink's consideration of the NAPA Rights and approvals under the Property and Approvals Specification.]

Works Coordination Agreement



Schedule 6 - Charges and other amounts

1. Charges

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
[Insert]	
[Insert]	
[Insert]	
[Insert]	
[Insert]	
Total	

1.3 Schedule of Rates

(a) Powerlink may charge for:

- (i) additional design reviews;
- (ii) additional inspection and testing services; and
- (iii) additional reviews of the NAPA Rights and related approvals,

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 as a result of:

Works Coordination Agreement

- (iv) additional inspection and testing services arising from an Outage Event;
 - (v) repeated inspections of equipment by Powerlink due to the Owner Works failing to meet testing requirements on prior inspections;
 - (vi) additional design work undertaken by Powerlink as a result of changes made by the Owner to the design of the Negotiated Assets or the implementation of the Owner Works;
 - (vii) the Costs incurred by Powerlink as a result of the delay or deferral of Powerlink's inspection, testing and energisation of the Negotiated Assets or the Owner Works as a result of the act or omission of the [Customer / Generator], the Owner or any other person (other than Powerlink), including Powerlink's demobilisation and remobilisation costs if energisation of the Negotiated Assets does not occur on the date requested by the Owner in the Application for Works; or
 - (viii) an Excepted Risk.
- (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 at the rates specified by Powerlink on its website from time to time.

1.4 Escalation formula for Charges

The Fixed Charges [and other amounts] 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 base reference date];
- CPI_n = the CPI published for the Quarter ending immediately before the Quarter preceding the Quarter of the relevant adjustment; and
- CPI_{n-1} = the CPI published for the Quarter commencing [insert base Quarter reference].

2. Owner Insurance amounts

The Professional Indemnity Insurance Amount is \$[insert minimum amount of public liability insurance to be held by the Owner] million.

The Contract Works Insurance Amount is \$[50] million.

Works Coordination Agreement

The Liability and Bush Fire Insurance Amount is \$[50] million.

3. Required Insurance Amount (for the [Customer / Generator])

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

Works Coordination Agreement



Schedule 7 – 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:

[Format and Content TBA]

2. Contacts for Notices

	Powerlink	Owner	[Customer / Generator]
Address	xxx	xxx	xxx
Telephone	xxx	xxx	xxx
Fax	xxx	xxx	xxx
E-mail	xxx	xxx	xxx
Contact	xxx	xxx	xxx

Works Coordination Agreement

Schedule 8 – Operational procedures

1. Objectives

This Schedule 8 sets out the procedures that the parties must use to ensure that the Asset Boundaries, the Powerlink Assets, the Owner Assets and the [Customer / Generator] Assets, 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 Law and this agreement.

2. Operational Interface Protocol

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

- (a) complete, agree and give effect to a protocol (**‘Operational Interface Protocol’**) which describes the agreed operational rules and practices that the parties will apply for the interfacing operation of the Asset Boundaries, Powerlink Assets, [Customer / Generator] Assets and Owner Assets, as the case may be; and
- (b) is consistent with the HSE requirements in Schedule 9; and
- (c) except to the extent varied by the parties in writing, adopts all of the requirements of this Schedule 8.

[Drafting Note: Status of the Operational Interface Protocol to be confirmed during negotiations]

3. Exchange of operational information

Where relevant to give effect to the Operational Interface Protocol, 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 another party’s assets, plant and equipment;
- (c) advise the other as soon as practicable of any changes to Operational Information that relates to the other party’s assets, plant and equipment.

Works Coordination Agreement

4. Switching

4.1 [Operational Interface Protocol]

The following protocols apply except to the extent varied by the parties in an agreed Operational Interface Protocol.]

4.2 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 DNA or DCA (as applicable) or a party's assets.

4.3 Switching across an Asset Boundary

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

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

4.4 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 (via its Operations Control Centre) must notify the [Customer / Generator]; and
- (b) where the [Customer / Generator] is switching, the [Customer / Generator] or its nominated person must notify Powerlink (via its Operations Control Centre),

prior to carrying out switching in accordance with Item 5 of this Schedule 8. These notification requirements do not apply to Emergency Switching.

4.5 Switching Sheets

- (a) Any switching that involves the operation of Powerlink Assets or the *Connection Assets*:
 - (i) will be controlled by a Switching Sheet; and
 - (ii) will be carried out by a suitably trained Switching Operator.
- (b) All Switching Sheets must:
 - (i) be checked and validated correct by each party's Switching Sheet Checker; and
 - (ii) refer to an up to date Operational Diagram which shows all energised high voltage plant.

Works Coordination Agreement

4.6 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 an Asset Boundary must be mutually agreed by both parties in the Operational Interface Protocol. Powerlink may require any other party to demonstrate that it has in place a Safe System of Work at any time before performing any activity including requiring the other party to provide certification from an electrical engineer who is a registered professional engineer Queensland (RPEQ) that its Safe System of Work meets the requirements of SAHVEA Appendix C and applicable ESMS requirements including the application of NENS 03.

4.7 Emergency Switching

Subject to item 4.8 of this Schedule 8, 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 assets, plant and equipment; and/or
- (b) carry out switching on its own assets that may affect the Transmission Network Connection Point.

A party must use all reasonable endeavours to comply with any request made under this item 4.7.

4.8 Unilateral Emergency Switching

Regardless of anything else in this item 4 of this Schedule 8, 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 Negotiated Assets, DCA, 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 4.8 of this Schedule 8 as soon as possible after the event.

5. Scheduled Outages

5.1 [Operational Interface Protocol]

The following protocols apply except to the extent varied by the parties in an agreed Operational Interface Protocol.]

5.2 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;

Works Coordination Agreement

- (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.

5.3 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 the Negotiated Assets, DCA or [Customer / Generator] Facility (as applicable), 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.

5.4 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.

5.5 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.

6. Secondary Systems

6.1 [Operational Interface Protocol]

The following protocols apply except to the extent varied by the parties in an agreed Operational Interface Protocol.]

Works Coordination Agreement

6.2 Isolation of Secondary Systems

A party may:

- (a) carry out isolation of that party's Secondary Systems on its own side of an 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 an 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 an Asset Boundary, this must be done in accordance with the Outage Plan as a Scheduled Outage.

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

7. Communications

Except to the extent varied by the parties in an agreed Operational Interface Protocol, the personnel responsible for operational communications between the parties are identified in item 1 of Schedule 7.

Works Coordination Agreement

Schedule 9 – Works Coordination Plan, HSE, Stakeholder and personnel requirements

1. General

This Schedule 9 sets out the procedures that the parties must use to ensure that all Interactions between the Parties under any Project Agreement are conducted:

- (a) safely;
- (b) without harm to the environment;
- (c) consistently with our customer and community needs;
- (d) in a co-ordinated manner between the parties;
- (e) so as to optimise the provision of the Transmission Services; and
- (f) in accordance with applicable laws including the WHS Laws and the Environmental Laws.

This Schedule applies to all Interactions between the parties to the extent applicable for any activity under any Project Agreement.

2. Works Coordination Plan

2.1 Preparation of Works Coordination Plan

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

- (a) carry out and maintain a register for risk assessments (using recognised risk management methods)) which collectively identify and assess all risks to the safety and health of persons, property and the environment that may arise in relation to the design, construction, operation and maintenance and decommissioning phases of the Works and Assets for all related Interactions and how they should be managed and controlled by the appropriate party/s to meet the requirements of the WHS Laws, Environmental Laws, Australian Standard 5577 *'Electricity network safety management systems'* and ISO 14001 *'Environmental Management Systems'*; and
- (b) complete, agree and give effect to a plan ('**Works Coordination Plan**') which applies to each phase of the life of the Assets and:
 - (i) incorporates a joint:
 - (A) electrical network safety management plan;
 - (B) work health and safety management plan;

Works Coordination Agreement

- (C) environmental management plan (including biosecurity management);
- (D) cultural heritage plan;
- (ii) is consistent with and incorporates the Operational Interface Protocol required under Schedule 8 of this agreement;
- (iii) is informed by the risk management activities agreed in (a) and identifies and describes the controls which are agreed between the parties to be delivered so as to eliminate or minimise risks so far as is reasonably practicable;
- (iv) coordinates the requirements of Powerlink's HSE management system including its ESMS, the [Customer's / Generator's] HSE management system and the Owner's HSE management system and any related operational requirements;
- (v) ensures that if activities are to be performed at the Entity Works or an Associated Site, or on electrical equipment that is intended to form part of the Entity Works during any time that give rise to an electrical safety risk (including potentially lethal current) is introduced or is capable of being introduced, the activities are conducted in conformity with all applicable requirements of Powerlink's ESMS;
- (vi) ensures that activities are performed consistently with the Stakeholder and Landholder Requirements;
- (vii) addresses:
 - (A) selection of the corridor and site of the Negotiated Assets, including preliminary and final alignment of location and design;
 - (B) stakeholder engagement;
 - (C) oversight of the acquisition strategy for the NAPA Rights;
 - (D) oversight of the Work Approvals strategy and compliance with any conditions on those Works Approvals.
- (viii) facilitates ongoing and active consultation, coordination and cooperation between the parties in relation to the risks associated with each party's Works and the planning of each Interaction; and
- (ix) as a minimum, meets the requirements of applicable laws, including the WHS Laws and Environmental Laws.

2.2 Parties representatives

- (a) The Works Coordination Plan must set out the details of the parties' representatives under this agreement for the purposes of the relevant Interactions, together with contact details in the event of any emergency.

Works Coordination Agreement

- (b) Each party must promptly notify the other party of any changes to its representatives or their contact details for the purposes of this clause.

2.3 Amendment of Works Coordination Plan

The parties may amend the Works Coordination Plan at any time by written agreement and must do so where required under item 2.4 of this Schedule 9.

2.4 Review

- (a) The parties must, in respect of each Interaction, jointly review the Works 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 relevant change in law or relevant change in Powerlink's ESMS; or
 - (iii) if there is a change to a party's Works or the O&M Services, or any Configuration Changes are proposed by a party.
- (b) For the purposes of a review referred to in item 2.4(a) of this Schedule 9:
 - (i) if either party considers that any risk is not effectively identified or managed under the existing Works Coordination Plan, then the parties must, as applicable:
 - (A) undertake a new joint risk Assessment (including, if they agree that it is appropriate, only in relation to specific matters or activities); and
 - (B) develop a revised Works 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.

2.5 New and changed Negotiated asset or Interactions

In respect of each new or changed Asset or Interaction and each review contemplated in item 2.4(a) of this Schedule 9, the parties must use reasonable endeavours to agree and complete the requirement of items 2.1 and 2.3 of this Schedule 9 and any new or updated Works Coordination Plan at least 10 Business Days before the implementation of the change that gives rise to the new or changed Asset or Interactions or requirement for review.

2.6 Compliance for New or changed Assets or Interactions

- (a) The parties must (and must procure that their Personnel):
 - (i) observe and comply with their respective responsibilities and obligations under WHS Laws, Environmental Laws and the Works Coordination Plan; and

Works Coordination Agreement

- (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 Works Coordination Plan.
- (b) If a party or any of its Personnel:
 - (i) does not comply with the Works Coordination Plan; or
 - (ii) causes, permits or contributes to any act or omission that gives rise to, or is likely to give rise to, material risks relating to the safety and health of persons, property and the environment in relation one or more Interactions that are not addressed in the Works Coordination Plan,

that party must notify the other parties as soon as practicable after it becomes aware of the relevant non-compliance or identified risk together with details of how the party has rectified or overcome, or intends to rectify or overcome, the non-compliance or manage the relevant risk.
- (c) Upon request by a party, the each other party must provide to the requesting all reasonable information and materials to demonstrate the other party's level of compliance with this item 2 of this Schedule 9.
- (d) If a party or any of its Personnel does not comply with any WHS or Environmental law or the Works Coordination Plan, that party must, at its own cost, rectify or overcome the non-compliance as soon as reasonably practicable.

3. Environment, health and safety

3.1 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 Interaction, and the [Customer / 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 [Customer / Generator] or Owner should have taken at their cost, the cost incurred shall be a debt due to Powerlink. If time permits, Powerlink will give written notice of its prior intention to take action under this clause.

3.2 Cooperation for investigations

- (a) Each party will promptly notify the other of the following in relation to any Interaction :
 - (i) any event or incident that requires notification to a regulator or Authority under the WHS Laws or Environmental Laws; or
 - (ii) the issue of any notice or initiation of any prosecution by a regulator or relevant Authority under WHS Laws or Environmental Laws.
- (b) Without limiting any other provision of this Schedule 9, if any regulator or Authority under the WHS Laws or Environmental Laws is undertaking an investigation, inquiry or other review in relation to any event or incident related to an Interaction, the parties will provide such cooperation and assistance to each

Works Coordination Agreement

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

4. 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, 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;
 - (iv) ensure that their Personnel are fully aware and understand and give effect to the Works Coordination Plan and all policies, manual, protocols (including the Stakeholder and Landholder Requirements) and procedures necessary for them to perform their required services in connection with this agreement;
 - (v) hold all relevant Powerlink authorisations and approvals for the purposes of Powerlink's ESMS, including without limitation 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) Upon request by a party, the each other party must provide to the requesting all reasonable information and materials to demonstrate the other party's level of compliance with this item 4 of this Schedule 9.
- (c) The [Customer / 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.

5. Entity Works and Associated Sites

Subject to Powerlink's rights to give the Owner or [Customer / Generator] directions about complying with applicable laws, including relating to HSE, if the Owner (including its Personnel) or [Customer / Generator] (including its Personnel) seeks access to the Entity Works or an Associated Site (other than at the NAPA Rights which is separately addressed in clause 12) for the purpose of the [Customer / Generator] Works or the Owner Works, or for any other relevant purpose under a Project Document, the Owner and [Customer / Generator] must, and must each procure that its Personnel:

Works Coordination Agreement

- (a) 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);
- (b) comply with all applicable law, including the WHS Laws and Environmental Laws;
- (c) not cause another party to breach any applicable law, including the WHS Laws and Environmental Laws;
- (d) comply with Powerlink's ESMS Applicable Requirements including without limitation Powerlink's Safe System of Work, including:
 - (i) all preconditions, and obtaining all authorisations and certifications, required by Powerlink prior to accessing the Entity Works and Associated Sites; and
 - (ii) applicable requirements of Powerlink's electrical safety management system, SAHVEA and the Green Book;
 - (iii) if required by under (i) or (ii) above, having appropriate instruction or supervision from Powerlink including paying Powerlink's reasonable charges for this at the accessing party's cost;
- (e) ensure that its access:
 - (i) does not impede Powerlink's operations, works or ability to comply with the applicable laws or this agreement; and
 - (ii) does not interfere with or damage any plant, materials, stores, or any other property of Powerlink or its Personnel;
 - (iii) allow Powerlink to reasonably oversee their activities and conduct when exercising a right of access under this clause; and
- (f) comply with any other condition or requirement reasonably imposed by Powerlink.

6. Consequences of breach by the [Customer / Generator] or Owner

Without limiting clause 5.3, if the [Customer / Generator], the Owner or any of their Personnel breach an obligation under this Schedule 9 they agree to promptly upon written demand 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:

- (a) delays and changing schedules, commitments and arrangements relating to Personnel, equipment, accommodation, transport and delivery; and
- (b) 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:

Works Coordination Agreement

- (i) travel and accommodation costs of employees and consultants;
- (ii) the costs of negotiating and performing any settlement arrangement settlement with persons effected by the breach; and
- (iii) costs of obtaining legal advice in relation to the non-compliance.

Works Coordination Agreement

Schedule 10 – 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 10.
- (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 10 which is also defined in the Rules, the definition in item 2 of this Schedule 10 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 Policy means, where the Negotiated Assets include a DNA, the *Access Policy* that, under clause 5.2A.8 of the Rules, applies to the DNA.

Access Rights means all land and other property, and 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:

- (a) in the case of Powerlink, the Powerlink Works for the purposes set out in clause 2.1, the provision of the Transmission Services; or
- (b) in the case of the Negotiated Assets, the NAPA Rights,

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.

Applicable Standards has the meaning given in item 1 of Schedule 2.

Approval Date [has the meaning given in the Progress Schedule].

Works Coordination Agreement

Asbestos has the meaning given to that term in the *Work Health and Safety Regulation 2011* (Qld).

Asbestos Containing Material (ACM) has the meaning given to that term in the *Work Health and Safety Regulation 2011* (Qld).

Asset Boundary means each boundary depicted as such in item 5 of Schedule 1.

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

Australian Standards means the standards issued from time to time by Standards 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 any of Powerlink's name, brands, registered trademarks and logos, 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 [Customer / Generator]) submits a connection enquiry to connect to the Negotiated Assets;
- (c) the [Customer / 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;

Works Coordination Agreement

- (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 6.

[Complete for the Powerlink Works], means the Powerlink Works are constructed and commissioned such that they are ready, able and capable of Load Energising the Customer Facility irrespective of whether actual physical Load Energisation occurs because the Customer has not completed the Customer Works or due to any delay, act, omission, breach, or default of the Customer, its agents, employees or contractors; in which case the Powerlink Works are “Complete” for all purposes of this agreement and **Completion, Completing and Completed** have corresponding meanings.]

[Complete for the Powerlink Works and the Generator Works], means the Powerlink Works or the Generator Works (as applicable) are constructed and commissioned such that they are ready, able and capable of energising or Back Energising the Powerlink Regulated 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.]

Completion Date has the meaning given in item 7(b) of Schedule 2.

Confidential Information means:

- (a) the terms of this agreement (but not the existence of the agreement);
- (b) 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) 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 **[Customer / Generator]** dated on or about the date of this agreement.

Construction Release has the meaning in item 6.3 of Schedule 2.

Works Coordination Agreement

Continuing Party has the meaning in clause 33.7.

Contract Works Insurance Amount is as set out in item 2 of Schedule 6.

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.

[Customer / Generator] Assets means:

- (a) the [Customer / Generator] DCA Assets (if any); and
- (b) the [Customer / Generator] Facility.

[Customer / Generator] DCA Assets means the assets identified as such in item 3 of Schedule 1

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

[Customer / Generator] Works has the meaning given in clause 2.2.

[Customer / Generator] Works Change has the meaning given in clause 6.4.

DCA means the assets described in item 3 of Schedule 1.

Delivery Specification means:

- (a) for an IUSA, the specification for the project management, design, construction, testing and handover of the IUSA; or
- (b) for a DNA, the specification for the project management, design, construction, testing and handover of the DNA,

in each case comprising the documents listed in item 4 of Schedule 3 (as applicable), as amended from time to time in accordance with clauses 6 or 31.

Detailed Design means the detailed design of the Negotiated 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.

DNA means the assets described in item 2 of Schedule 12 and identified as such in the diagram in item 2 of Schedule 1.

Electricity Laws has the meaning given in the Connection and Access Agreement.

Emergency Switching has the meaning given in item Schedule 84.7 of Schedule 8.

Works Coordination Agreement

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.

ESMS Applicable Requirements means all relevant requirements applicable under Powerlink's ESMS in relation to the relevant asset or activity.

Excepted Risk means the occurrence of any of the following events:

- (a) any act, omission, breach or default caused or contributed to by the [Customer / Generator], its agents, employees and contractors, whether or not such failure is a breach of this agreement);
- (b) a Force Majeure Event affecting the [Customer's / Generator's] ability to comply with its obligations under this agreement;
- (c) a Force Majeure Event affecting Powerlink's ability to comply with its obligations under this agreement;
- (d) subject to Powerlink using reasonable endeavours to obtain the Works Approvals in accordance, a delay to Powerlink obtaining any Works Approvals (whether before or after the Approval Date) including any delays experienced in any statutory designation and acquisition processes;
- (e) any Powerlink Major Works Change;
- (f) any [Customer / Generator] Works Change;
- (g) the occurrence of a Change Event;
- (h) Powerlink not having the benefit of the Stakeholder and Landholder Requirements;
- (i) any delay to completing or achieving a milestone by its applicable Milestone Date in accordance with the Progress Schedule;
- (j) the [Customer / Generator] Works not being sufficiently complete to enable their testing, commissioning and connection to the Negotiated Assets or a DCA;
- (k) an event which requires an emergency response from Powerlink, including the redeployment of contractors;
- (l) any Works Approval which was granted to Powerlink or the [Customer / Generator] before the Start Date or any condition or requirement of a Works Approval which was granted to Powerlink or the [Customer / Generator] before the Start Date is varied after the Start Date to the extent:
 - (i) Powerlink could not have reasonably anticipated at the Start Date the variation would be required; and
 - (ii) the variation was not a result of or was made necessary by a change to the Powerlink Works initiated by Powerlink, unless the [Customer / Generator] agrees to treat the variation as an Excepted Risk;
- (m) any Works Approval which was granted to Powerlink or the [Customer / Generator] before the Start Date is made subject to the satisfaction of any

Works Coordination Agreement

condition or requirement after the Start Date which differs from, or are in addition to, the conditions or requirements attaching to that Works Approval as at the Start Date to the extent:

- (i) Powerlink could not have reasonably anticipated at the Start Date that the Approval would be made subject to the different or additional condition or requirement; and
 - (ii) the different or additional condition or requirement was not a result of or made necessary by a change to the Powerlink Works initiated by Powerlink, unless the [Customer / Generator] agrees to treat the different or additional condition or requirement as an Excepted Risk;
- (n) a new Works Approval is granted to Powerlink or the [Customer / Generator] after the Start Date to the extent:
- (i) Powerlink could not have reasonably anticipated at the Start Date the new Approval would be required; and
 - (ii) the new Works Approval was not a result of or made necessary by a change to the Powerlink Works initiated by Powerlink, unless the [Customer / Generator] agrees to treat the new Works Approval as an Excepted Risk;
- (o) any Powerlink Assumption changes or is found to be inaccurate or incorrect after the Start Date;
- (p) any Powerlink Exclusion occurs after the Start Date;
- (q) any Latent Conditions are discovered after the Start Date including the conditions set out in the Powerlink Exclusions;
- (r) any claim or application for a determination of native title under the *Native Title Act 1993* (Cth);
- (s) any claim or determination for compensation under the *Native Title Act 1993* (Cth);
- (t) a variation to the Powerlink Works required by the [Customer / Generator] and agreed to by Powerlink;
- (u) an Outage Event occurs;
- (v) Inclement Weather;
- (w) a change in an existing law, or introduction of a new law, after the Start Date, which Powerlink could not have reasonably have anticipated at the Start Date; or
- (x) any delay, obstruction or interference caused by any contractor engaged by the [Customer / Generator]; or
- (y) where the Powerlink Assets includes Powerlink DNA Assets - any delay under clause 5.2A8 of the Rules in the approval or development of the Access Policy; or
- (z) unexpected replacement Works or defect Works required to be undertaken in relation to the Negotiated Assets,

except to the extent that the relevant occurrence was caused by Powerlink breaching its obligations under this agreement.

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

Financial Breach means:

Works Coordination Agreement

- (a) failure by the [Customer / 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 [Customer / 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.

First Handover has the meaning given in item 4 of Schedule 2.

First Handover Date [has the meaning given in item 5 of Schedule 2.]

First Practical Completion Date has the meaning given in item 4 of Schedule 2.

Fixed Charges means the amounts referred to in item 1.1 of Schedule 6.

Force Majeure Event means an event, act, occurrence or omission, or combination of them, that 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;
- (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 [Customer's / Generator's] future use of the Transmission Network Connection Point reasonably requested by Powerlink.

Functional Specification means:

- (a) for an IUSA, the functional specification for the IUSA; or
- (b) for a DNA, the functional specification for the DNA,

Works Coordination Agreement

in each case comprising the documents listed in item 1 of Schedule 3 (as applicable), as amended from time to time in accordance with clauses 6 or 31.

[Generation has the meaning given in the Recitals.]

[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.]

Green Book means Powerlink's Electrical Safety Rules.

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.

HSE means health, safety and environment.

Inclement Weather means weather that is beyond what could reasonably have been anticipated which prevents Powerlink or Powerlink's contractors from carrying out the Powerlink Works.

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.

Interaction means any action or omission or asset or activity of a party in connection with a Project Document which has a potential to interact with or otherwise relevantly affect any HSE risk related to the Personnel, asset, property or activity of any other party to a Project Document.

Works Coordination Agreement

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 Works Coordination Committee to document the progress of each party's Works against the Progress Schedule and the Delivery Specification.

Interface Specification means:

- (a) for an IUSA, the interface specification for the IUSA; or
- (b) for a DNA, the interface specification for the DNA,

in each case comprising the documents listed in item 2 of Schedule 3, as amended from time to time in accordance with clauses 6 or 31.

International Standards means the standards issued from time to time by the International Organization for Standardization.

Ipso Facto Laws means *Treasury Laws Amendment (2017 Enterprise Incentives No. 2) Act 2017* (Cth).

IUSA means the facility described in item 1 of Schedule 1.

Land Access and Works Approval Completion Notice has the meaning given in clause 1.9.

Land Access Protocol means Powerlink's protocol or procedure in relation to entry and access to any land, as amended from time to time, and which is available on Powerlink's website.

Latent Condition means any physical conditions on the land affected by the Powerlink Works including man-made objects (for example the presence of other services, poor soil conditions, contamination, artefacts, rocks or other sub-surface or surface conditions) which differ materially from the physical conditions which should reasonably have been anticipated by Powerlink as at the Start Date having regard to:

- (a) the Powerlink Assumptions and Powerlink Exclusions; and
- (b) any preliminary assessment of the surface conditions performed by Powerlink before the Start Date.

Liability and Bush Fire Insurance Amount is as set out in item 2 of Schedule 6.

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

[**Load** has the meaning given in the Recitals.]

[**Load Energisation** means occurs when the relevant connection between the Customer Facility (or electrical infrastructure and equipment associated with it) and the [Powerlink Assets] is complete to the extent necessary for the relevant connection to be able to draw load for the purpose of energising and commissioning the connection and associated electrical infrastructure and **Load Energising** has a corresponding meaning.]

[**Load Connection Date** means the later of the following dates:

- (a) the date (as specified by Powerlink under item [##] of Schedule 2 when the Customer Facility is physically and electrically connected to the [Powerlink

Works Coordination Agreement

Assets] such that it is technically and operationally capable of receiving electricity from the *Transmission System*; and

(b) the date when the Customer provides evidence to Powerlink that:

(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 Customer under the Rules,

(and to avoid doubt, this date cannot be earlier than the Load Energisation Date)].

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.

NAPA Rights means all land and other property, and all rights of whatever description in connection with, or associated with, land and other property rights and interests that enable Powerlink to carry out and complete its rights and obligations under the Network Operating Agreement in relation to the Negotiated Assets.

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.

Negotiated Assets means the Powerlink Negotiated Assets and the Owner Negotiated Assets.

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

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

- (a) a material breach of clause 2.4;
- (b) a material breach of clause 4 or Schedule 9;
- (c) a breach of clause 20;
- (d) a breach of clause 33.7; or
- (e) a breach of 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 item 3.4 of Schedule 2.

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.

Offset Obligation means any obligation or requirement under Queensland or Commonwealth environmental offset laws and policies in connection with the clearing of protected plants, native vegetation, other vegetation or non-vegetation matters (including matters relating to or connected with fish habitat and wetlands).

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

Works Coordination Agreement

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 the Negotiated Assets or a DCA and associated plant and equipment.

Operational Interface Protocol has the meaning given in item 2 of Schedule 8.

Outage Event means where:

- (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 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.

Outage Plan has the meaning given in item 5.2 of Schedule 8.

Owner Assets means the Owner Negotiated Assets and Owner DCA Assets (as applicable).

Owner DCA Assets means the assets identified as such in item 3 of Schedule 1.

Owner DNA Assets means the assets identified as such in item 2 of Schedule 1.

Owner Insurance means an insurance required under clause 20.

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

Owner Negotiated Asset means each of the Owner IUSA Assets and the Owner DNA Assets.

Owner Works has the meaning given in clause 2.2(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 Regulated Assets;
- (b) the Powerlink Negotiated Assets;
- (c) the Powerlink DCA Assets; and

Works Coordination Agreement

(d) any other assets that are relevant to this agreement and that are owned or operated by Powerlink,

but does not include the Owner Assets or the [Customer / Generator] Assets.

Powerlink Assumptions has the meaning given in item 3.2 of Schedule 2.

Powerlink DCA Assets means the assets identified as such in item 3 of Schedule 1.

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

Powerlink DNA Assets means the assets identified as such in item 2 of Schedule 1.

Powerlink Exclusion has the meaning given in item 3.2 of Schedule 2.

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

Powerlink Negotiated Assets means the Powerlink IUSA Assets and the Powerlink DNA Assets.

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

Powerlink Regulated Assets means Powerlink Assets other than the Powerlink Negotiated Assets and Powerlink DCA Assets.

Powerlink Works has the meaning given in clause 2.2.

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 6.

Progress Schedule means the table in item 3.2 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.

Property and Approvals Specification means the specification for the NAPA Rights comprising the documents listed in item 5 of Schedule 3, as amended from time to time in accordance with clauses 6 or 31.

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).

Works Coordination Agreement

[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 6.

Rules has the meaning given in the Connection and Access Agreement.

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 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.

Scheduled Outage means any planned or previously notified unavailability of a party's assets (including the Negotiated Assets or a DCA), 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) **(connection assets)** the transfer of electricity at the Transmission Network Connection Point or by means of the Negotiated Assets or a DCA;
- (b) **(services)** the parties' obligations under clauses [1.1] (Provision of Services by Powerlink) and [1.2] (Acceptance of services by the [Customer / Generator]) of the Connection and Access Agreement;
- (c) **(network)** the *Transmission Network*;
- (d) **(security)** *Power System Security*; or
- (e) **(secondary systems)** the operation of any Secondary System owned and operated by Powerlink.

Secondary System means:

- (a) for an IUSA, the assets described as such in item 1 of Schedule 1;
- (b) for a DNA, the assets described as such in item 2 of Schedule 1; or

Works Coordination Agreement

(c) for a DCA, the assets described as such in item 3 of Schedule 1.

Second Handover has the meaning given in item 4 of Schedule 2.

Second Handover Date [has the meaning given in item 5 of Schedule 2].

Second Practical Completion Date has the meaning given in item 4 of Schedule 2.

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 NAPA Rights;
- (b) the site(s) of the Owner Works;
- (c) the site(s) of the Powerlink Works; and
- (d) the site(s) of the [Customer / Generator] Works.

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

Stakeholder and Landholder Requirements has the meaning given in clause 4.2.

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 Negotiated Assets or a DCA (as applicable).

Target Completion Date has the meaning given in item 7(a) of Schedule 2.

Target Second Practical Completion Date has the meaning given in item 4 of Schedule 2.

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 Authority, together with any related interest, penalties, fines and expenses in connection with them.

Technical Breach means:

- (a) in relation to the [Customer / Generator], that the [Customer / Generator] Assets or any part of them (or their operation or the operation of any part of them); and
- (b) in relation to the Owner, that the Owner Assets or any part of them (or their operation or the operation of any part of them),

do not comply with a relevant technical requirement in this agreement, the Functional Specification, the Property and Approvals Specification, the Delivery Specification, the Works Approval, the Rules or applicable Electricity Laws or WHS Laws.

Works Coordination Agreement

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 [Customer / Generator] Assets; or
- (d) if the [Customer / Generator] is the Affected Party, the Owner; or
- (e) if the Owner is the Affected Party, the [Customer / Generator].

Transmission Network Connection Point (or **TNCP**) has the meaning given the Connection and Access Agreement.

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

WHS Laws means all laws relating to health or safety (including without limitation electrical safety) applicable to all or any of the Sites, the Works, the Powerlink Assets, [Customer / Generator] Assets, Owner Assets, a party or 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 Coordination Committee means the committee established under clause 3.1.

Works Coordination Plan has the meaning given in clause Schedule 9.

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 Customer” / “the Generator”]) includes (where relevant) the party’s officers, employees, agents and contractors;

Works Coordination Agreement

- (c) a reference to a statute, ordinance, code or law or Powerlink document 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 Authority;
- (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

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 ([Customer / Generator]):

Executed by [Insert [Customer /
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)