

Embedded Generation Connection Agreement

Confidential

1 October 2024



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Rev Date

1 October 2024

Revision to the existing contract

Owning Functional Area

Business Function Owner: Customer and Commercial

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1 DEFINITIONS

AEMO	means the Australian Energy Market Operator Limited (ACN 072 010 327)
AER	means the Australian Energy Regulator which is established by section 44AE of the <i>Competition and Consumer Act 2010</i> (Cth)
applicable regulatory instruments	applicable regulatory instruments has the meaning under the National Electricity Rules .
augmentation	has the meaning given in the Distribution Code .
Australian Standards	means the standards published by Standards Australia
avoided distribution system costs	has the same meaning as in the Electricity Industry Guideline No. 15 – Connection of Embedded Generators (August 2004).
avoided DUOS	has the meaning given in clause 16
avoided Customer TUOS charges	has the same meaning as in the National Electricity Rules
avoided TUOS	has the meaning given in clause 16
business day(s)	means any day other than a Saturday, Sunday or public holiday in Melbourne
Change in Electricity Law Event	means the occurrence of any one or more of the following after the commencement date: <ol style="list-style-type: none">1. the enactment of any new Electricity Law;2. the repeal, modification or re-enactment of any existing Electricity Law;3. a change in the official interpretation or application of any Electricity Law; or4. the commencement of any Electricity Law which has not yet entered into effect.
claim	means any claim, action, Dispute , proceeding, loss, liability, demand, cost or expense whether arising in contract, tort (including negligence), equity or otherwise in respect of an event occurring after the date of commencement of this agreement
commencement date	means the date determined in accordance with clause 2.1
connection	means physical connection of the generating plant (via the connection works) to the distribution system and electrification of the connection works, and connect and connected have a corresponding meaning
connection date	means the date on which JEN connects the generating plant to the distribution system in accordance with clause 7.3
connection point	means the point where electricity being delivered to, or imported from, the generating plant leaves and enters or exits the distribution system , as described in item 8 of the Offer Schedule

connection point voltage	means the voltage level at the connection point as described in item 9 of the Offer Schedule .
connection services charge	means the amount JEN notifies the Generator is payable for the purposes of recovering the costs and expenses reasonably incurred by JEN in assessing the Generator's application and making an offer to provide the Distribution Services and providing the other services as specified in schedule 4
connection works	means the works specified in the corresponding connection works contract between the parties on or about the date of this agreement
consequential loss	means any Loss which does not arise naturally according to the usual course of things, including (but not limited to): <ul style="list-style-type: none"> a) indirect, special or consequential loss or damage; b) loss of opportunity, revenue, profit or anticipated profit, contracts, or goodwill; c) loss arising from business interruption; or d) liability arising out of or in connection with pollution or contamination, but does not include any Direct Loss.
CSIP-AUS	means the Common Smart Inverter Profile Australia, SA HB 218:2023 Handbook, first published by Standards Australia on 16 June 2023 and as amended from time to time or if superseded, the document(s) listed by Standards Australia as superseding the SA HB 218:2023 Handbook
curtail	means limiting the export of electricity from an embedded generating unit into the distribution system
demand	has the meaning given in the Distribution Code
Direct Loss	means the actual, direct and foreseeable Losses incurred by a party which arise naturally according to the usual course of things and includes Loss of JEN or its customers due to damage to or interference with JEN's assets or electricity distribution network.
Dispute	has the meaning given in clause 22
Distribution Code	means the "Electricity Distribution Code of Practice" issued by the Regulator
Distribution Network Service	has the meaning given in the National Electricity Rules Provider
distribution system	means JEN's distribution network of electric lines and associated equipment
Distribution Services	means any or all of the distribution services which JEN must provide to the Generator under this agreement including connection to the distribution system , Electricity Transfer Capability at the connection point(s) , use of system services and any other services under clause 5
EI Act	means the <i>Electricity Industry Act 2000</i> (Vic)

Electricity Customer	means the Electricity Customer Metering Code issued by the Regulator Metering Code
Electricity Law	means: <ol style="list-style-type: none"> 1. the EI Act; 2. the Distribution Code; 3. the Electricity Customer Metering Code; 4. the National Electricity Law; 5. the National Electricity Rules; 6. the Energy Safe Victoria Act 2005 (Vic); 7. the Electricity Safety Act 1998 (Vic); 8. the Essential Services Commission Act 2001 (Vic); 9. all regulations, licences, orders, determinations, codes and guidelines made under any act listed above; and 10. any other law, statute, regulation, proclamation, order, directions, code, tariffs, guideline or standard which can be enforced by law or by the Regulator, AEMO or any other regulatory authority against participants in the Victorian region of the National Electricity Market.
Electricity Transfer Capability	the ability of the distribution system to deliver electrical power to, or receive electrical power from, the generating plant
embedded generating unit	has the meaning given in the NER
embedded generator	has the meaning given in the National Electricity Rules
Embedded Generator Emergency Backstop Procedures	means the procedures published by JEN from time-to-time on JEN's website setting out the processes relevant to emergency backstop requirements (such as procedures or requirements for testing, installation settings and commissioning of new or altered generating units) and any further specifications JEN may require (such as a list of improved approved inverters which must be complied with), including to confirm to JEN's satisfaction that a relevant solar embedded generating unit is and remains compliant with relevant Electricity Laws.
emergency	has the meaning given in the Distribution Code .
emergency backstop enabled	means, in relation to a solar microgeneration unit , means: <ol style="list-style-type: none"> (a) able to communicate with JEN's utility server via a communication channel that is compliant to IEEE 2030.5 CSIP-AUS and is hosted: <ol style="list-style-type: none"> (1) on the solar microgeneration unit, or (2) on a gateway device; or (3) via a cloud connection; and (b) connected to JEN's utility server via the internet – to enable the remote interruption or curtailment by JEN of electricity generated by the solar microgeneration unit.
fault	means an erroneous event, departure from normal operating conditions
financially responsible	has the meaning given in the National Electricity Rules .
force majeure event	means any event beyond the reasonable control of JEN or the Generator (as the case may be) which could not have been avoided by that party taking all reasonable steps and includes

	act of God, war, riot, natural disaster, act of terrorism, act of public enemy, strikes, blockades, lock out or other industrial dispute.
generating plant	means the generating plant set out in item 2 of the Offer Schedule which consists of one or more embedded generating units
Generator	means the person identified in item 1 of the Offer Schedule
Generator's Premises	means the premises identified in item 10 of the Offer Schedule
Guaranteed Service Level	is defined as JEN's regulatory obligation to provide compensation for Guaranteed Service Levels relating to low reliability as referred to in JEN's current Electricity Distribution Price Determination.
IEEE 2030.5 CSIP-AUS	means the Standard IEEE 2030.5-2018 CSIP-AUS, Institute of Electrical and Electronics Engineers Standard for Smart Energy Profile Application Protocol, as amended from time to time.
insolvency event	means the happening of one or more of the following events in relation to a party: <ol style="list-style-type: none"> 1. a resolution that it be wound up is passed; 2. an order is made that it be wound up or that a controller be appointed to it or any a liquidator, provisional liquidator, controller or any similar official is appointed to, or takes possession or control of, all or any of its assets or undertakings; 3. an administrator is appointed to it (other than by the <i>Regulator</i> pursuant to the <i>Generator's</i> licence) or a resolution that an administrator be appointed to it is passed; 4. it enters into, or resolves to enter into, an arrangement, compromise or composition with any of, or any class of, its creditors or shareholders, or an assignment for the benefit of any of, or any class of, its creditors; 5. any action is taken by the Australian Securities and Investment Commission to cancel its registration or to dissolve it; 6. it is insolvent within the meaning of Section 95A of the <i>Corporations Act 2001 (Cth)</i>, as disclosed in its accounts or otherwise, states that it is unable to pay its debts or it is presumed to be insolvent under any applicable law; 7. it stops or suspends: <ol style="list-style-type: none"> (i) the payment of all or a class of its debts; or (ii) the conduct of all or a substantial part of its business; or (iii) if the <i>Generator</i> is constituted in another jurisdiction, any event having a substantially similar effect to any of the events specified in the preceding paragraphs happens to it under the law of that other jurisdiction.
Interest Rate	means the rate set out at item 19 of the Offer Schedule

interruption	has the meaning given in the Distribution Code .
JEN or Jemena	means Jemena Electricity Networks (Vic) Ltd ABN 82 064 651 083
large solar generating unit	means a solar photovoltaic embedded generating unit with a capacity greater than 200 kVA and no more than 30 MVA.
market	has the meaning given in the National Electricity Rules .
Market Generator	has the meaning given in the National Electricity Rules .
market participant	has the meaning given in the National Electricity Rules .
maximum export capacity	has the meaning given in item 4 of the Offer Schedule , as may be varied by written agreement between the parties
Interest Rate	means the rate set out at item 19 of the Offer Schedule
maximum import capacity	has the meaning given in item 5 of the Offer Schedule , as may be varied by written agreement between the parties.
Loss	means any liability, cost, expense, loss or damage (including any cost or expense incurred in connection with a claim).
Meter Service Charges	means, where JEN is supplying a meter the meter service charge is the cost of the meter (as determined by the rates fixed by the AER).
Metering Data Agent	means a person who collects and processes metering data and delivers it to a Regulator (if applicable), JEN and the relevant financially responsible market participant and provides various related services.
Metering Provider	has the meaning given in the National Electricity Rules .
National Electricity Market	means the market for wholesale trading and electricity operated by the AEMO under the National Electricity Law .
National Electricity Law	means the <i>National Electricity (Victoria) Act 2005</i> (Vic) (including the National Electricity (Victoria) Law which applies in Victoria as a result of the operation of section 6 of the <i>National Electricity (Victoria) Act 2005</i> (Vic)).
National Electricity Rules	or NER means the rules made under the National Electricity Law .
NER Dispute Procedures	has the meaning given in clause 22.
network tariffs	are defined as the charges applied by JEN for the use of its distribution system by customers as regulated and published by the Regulator .
Offer Schedule	means the schedule attached to the offer made by JEN to the Generator in relation to the Distribution Services .
Offer Letter	means the letter from JEN to the Generator containing an offer in relation to the Distribution Services .
Payment	has the meaning given in clause 14.2

Qualifications	means a Registered Electrical Contractor or any alternative qualification accepted or agreed to by Energy Safe Victoria.
Registered Electrical Contractor	means any person in the business of electrical contracting or offering to contract who is registered by Energy Safe Victoria as an electrical contractor.
Regulator	means the AER , the Essential Services Commission or any other entity assuming the functions of the AER in respect of electricity distribution from time to time.
relevant solar embedded generating unit	means a solar microgeneration unit or a large solar generating unit .
Responsible Person	has the meaning given in the National Electricity Rules .
Safety and Technical Requirements	includes the EI Act , the Electricity Safety Act 1998 (Vic), the Essential Services Commission Act 2001 (Vic), the National Electricity (Victoria) Act 2005 (Vic), the National Electricity (Victoria) Further Amendment Act 2016, the National Electricity Rules, the Occupational Health and Safety Act 2004 and any regulations or determinations under those Acts (including the Electricity Safety (General) Regulations 2019, Electricity Safety (Electric Line Clearance) Regulations 2020 (Vic) and the Occupational Health and Safety Regulations 2017), the National Electricity Law, any codes (including the Distribution Code), the Victorian Services and Installation Rules, the Victorian Electricity Supply Industry (VESI) The Green Book 2013, VESI Fieldworkers Handbook 2008, VESI Skills and Training Guideline 2016, VESI Installation Supply Connection Test & Procedures 2016, VESI Tasks for the Application of Safe Approach Distance – Special, any order (including Orders in Council G17, G33 and G36 and Special Gazette No. S 31 published in the Victoria Government Gazette on Wednesday 31 January 2024), or other instrument applying from time to time in Victorian to the electricity market, any order or certification of the ESC, WorkSafe or other government or regulatory body have jurisdiction over the electricity industry or the subject matter of this agreement, AS2467 – Maintenance of Electrical Switchgear, AS/NZS3000:2007 – Australian/New Zealand Wiring Rules, AS/NZS61000-Electromagnetic Compatibility, AS4777 – Grid Connection of Energy Systems via Inverters, AS/ANZS 5033:2012- Installation of Photovoltaic (PV) Arrays, AS/NZS3760 In-Service Safety Inspection and Testing of Electrical Equipment, Standard IEEE 2030.5 - Common Smart Inverter Profile Australia, SA HB 218:2023 Handbook, any guidelines (including the Clean Energy Council (CEC) webpage - Solar Accredited Section – Compliance and Standards and guidelines issued by WorkSafe) and any other Law, statute, regulation, proclamation, order in council, direction, tariff, guideline or standard which can be enforced by Law or by a regulatory authority applicable to the electricity industry or to the subject matter of this agreement, Jemena

	<p>internal guidelines (including AMI Electricity Meter Installation, Configuration & Commissioning (ELE PR 1501), Customer Installation Defect Management Procedure (ELE PR 1408), Work Instruction / Meter Installation – fixing screws (ELE WI 1522), Jemena Electricity Network Asbestos Management Plan (JEN PL 3001), Jemena Electricity Network Environmental Management Plan (JEN PL 0061), Testing of Connections and Energisation of Customer Supplies (ELE PR 0023), Jemena Sub-Contractor Engagement Guide for Works on Jemena Electricity Network (ELE GU 0015), Embedded Generation – Technical Access Standards Embedded Generation – 5MW or greater (ELE SP 003), Connection Guidelines for Inverter Energy Systems 30 kW – 200kW (ELE GU 0014), Embedded Generation Guidelines (JEN GU 0020)) any other requirements we may advise the Generator of from time to time and includes any amendment to, or replacement of, such instruments from time to time.</p>
Security	<p>means an irrevocable and unconditional bank guarantee payable on demand, issued by an Australian trading bank or other financial institution approved in writing by JEN and in a form approved in writing by JEN.</p>
Service & Installation Rules	<p>means the Victorian Service & Installation Rules, Code of Practice for the Connection of Electrical Installations to Distribution Companies' Mains 2005, as revised, replaced or amended from time to time.</p>
solar microgeneration unit	<p>means:</p> <ul style="list-style-type: none"> (a) a solar photovoltaic embedded generating unit with a total capacity greater than 30 kVA and less than or equal to 200 kVA but before 1 January 2025 does not include a solar photovoltaic embedded generating unit of a type set out in (b); (b) on and after 1 January 2025, includes a solar photovoltaic embedded generating unit in an embedded network, that has individual or separate solar photovoltaic embedded generating units each with an individual capacity greater than 30 kVA and less than 200 kVA, regardless of whether, when taken together, the total capacity may be more than 200 kVA.
Supply Address	<p>means the address described in item 10 of the Offer Schedule</p>
Technical Breach	<p>means that the generating plant or any part of it (or its operation or the operation of any part of it) does not comply with a relevant technical requirement in this agreement, the National Electricity Rules or any other Electricity Laws.</p>
Tender fee	<p>If the customer elects for JEN to undertake a public tender, the tender fee refers to the amount that JEN advises the customer is payable for the purposes of recovering the costs and expenses reasonably incurred by JEN in undertaking the public tender process and conducting any associated processes (such as inducting any selected contractor).</p>
use of system services	<p>has the meaning given in the National Electricity Rules.</p>

use of system services charge

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

utility server

means JEN's information technology infrastructure that communicates with the ***Generator's relevant solar embedded generating unit***.

1. CONNECTION SERVICES CHARGE

The connection services charge applicable to this Offer is provided in the Offer Schedule.

2. GENERATOR RESPONSIBILITIES AND REQUIREMENTS

The **Distribution Code** requires Jemena to be responsible for ensuring that the distribution network is operating within its design capacity and its optimum condition. However, Jemena shares this responsibility with all users of the network.

All generators that require electrical infrastructure augmentation, including the Generator, must ensure that they meet the minimum requirements set out in the **Electricity Laws**, the **Safety and Technical Requirements** and all other relevant legislation, regulations, guidelines or Australian Standards.

Jemena recommends that the Generator familiarises itself with these obligations.

3. METERING REQUIREMENTS

As per JEN's embedded generation guidelines (JEN GU 0020) and Victorian Service and Installation Rules (SIR)

4. GENERATOR CONNECTION AGREEMENT

INTRODUCTION

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

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

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

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

This agreement is a "connection agreement" for the purposes of Chapter 5 and Chapter 5A of the **National Electricity Rules**.

Where the **Generator** does not have a supply of electricity at the **Supply Address** that supply will not commence until:

- (a) a contract has been entered into with a retailer for the **Supply Address**; and
- (b) **JEN** has received details about the contract with that retailer; and
- (c) that retailer has requested energisation of the connection point(s).

An additional fee for energisation may be payable to **JEN** at the rate(s) set by the **AER**. The additional fee is not included in any charges set out in this agreement. Any such fee will be billed via the retailer.

This agreement only applies to the provision to the **Generator** of the **Distribution Services**.

This agreement does not apply to:

- (a) provision of the **connection works**. The **connection works** will be provided to the **Generator** under a separate connection works agreement. The terms and conditions of this agreement are in addition to, and do not replace or otherwise alter, the terms and conditions of any connection works agreement between **JEN** and the **Generator**,
- (b) the energisation and ongoing supply by **JEN** of electricity to the **Supply Address**. The supply of electricity will be under, and in accordance with, the terms and conditions of **JEN's Deemed Standard Distribution Contract** (which is located on **JEN's** website or can be obtained by contacting **JEN** via the contact details set out in clause 24 below);
- (c) provision of a meter. If **JEN** is requested to supply a meter to the **Supply Address** the cost of the meter will be recovered through our **Meter Service Charges** which will be billed via the **Generator's** retailer. The **Meter Service Charges** are additional to, and not included in, the **connection services charge**.

2 TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINED TERMS

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

1.2 INTERPRETATION

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

(Law) A reference to an act, regulation, code, licence or other legal instrument is a reference to that act, regulation, code, licence or other legal instrument as it may be amended, re-enacted, consolidated or replaced from time to time.

(Singular and plural) References to the singular include the plural and vice-versa.

(Forms) Other grammatical forms of a word defined in this agreement have a corresponding meaning.

(Including) Examples after the words ‘including’, ‘includes’ or ‘for example’ are descriptive only and are not exhaustive.

(Clauses and schedules) A reference to a ‘clause’ or ‘schedule’ is to a clause of, or a schedule to, this agreement.

(Headings and Formatting) Headings and the formatting of a word (including defined terms which appear in bold and italics) are for convenience only and do not affect the interpretation of this agreement.

(General) A reference to:

- i. a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- ii. information is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge,
- iii. procedures, source codes or object codes, technology or trade secrets;
- iv. a document or agreement (including this agreement), or a provision of a document or agreement, is to that document, agreement or provision as amended, varied, supplemented, replaced or novated;
- v. a party to this agreement or to any other document or agreement includes a permitted substitute or a permitted assign of that party; and
- vi. anything (including a right, obligation or concept) includes each part of it.

2. TERM AND PROVISION OF SECURITY

2.1 COMMENCEMENT DATE

- a) **JEN** will assess the **Generator's** application for **Distribution Services** and will, within 20 **business days** of receipt of the application, provide the **Generator** with advice of:
 - i. any deficiency in the **Generator's** application. If the **Generator's** application is deficient **JEN** may require the **Generator** to complete or amend the **Generator's** application and re-submit it; or
 - ii. any additional information **JEN** may require to assess the **Generator's** application. The **Generator** must provide that information before **JEN** can make an offer to the **Generator** for completion of the **Distribution Services**.
- b) **JEN** will use its best endeavours to make an offer to the **Generator** to undertake the **Distribution Services** within 65 **business days** after the last to occur of:
 - i. receipt of a completed application and payment of any **connection services charge**;
 - ii. completion of any necessary site visit; or
 - iii. receipt of any information **JEN** requests the **Generator** to provide.
- c) The terms and conditions contained in this agreement are included in the offer to the **Generator**.
- d) The **Generator** must complete all works necessary to connect the **generating plant** (or any part of it) to the **distribution system** within 6 months of the **commencement date**.

2.2 END DATE

- a) This agreement will end (subject to clause 17.4) on the earliest of the date on which the **generating plant** is permanently disconnected from the **distribution system** or the agreement is terminated by either party in accordance with clause 17 or otherwise at law.
- b) Despite any other provision of this agreement, if **JEN** considers that the **Generator** has not completed all works necessary to connect the **generating plant** (or any part of it) to the **distribution system** within 6 months of the **commencement date**:
 - (1) **JEN** may give notice to the **Generator** under clause 17.3; and
 - (2) this agreement terminates on the giving of such notice.
- c) For the avoidance of doubt, should this agreement be terminated pursuant to clause 2.2b), the **Generator** may make a new application to **JEN** for connection of its **generating plant** to the **distribution system**.

2.3 SECURITY

- a) If required under item 14 of the **Offer Schedule**, the **Generator** must provide to **JEN**, within 10 **business days** of the **commencement date**, **Security** in the amount set out in item 14 of the **Offer Schedule**, in order to secure, on demand and without reference to the **Generator**, the performance of the **Generator's** obligations under this agreement.
- b) The **Generator** must ensure that the **Security** is maintained continuously in full force and effect until the later of:
 - i. the date on which this agreement is terminated or expires in accordance with its terms; or
 - ii. where there are any **Disputes**, the date on which the last of the **Disputes** is determined to the reasonable satisfaction of **JEN**.
- c) Where item 14 of the **Offer Schedule** did not require the **Generator** to provide any **Security**, **JEN** may nevertheless ask the **Generator** to provide **Security** for at any time during the term of this agreement if, in **JEN's** reasonable view, there is a material change in the financial strength of the **Generator**. The value of the **Security** provided pursuant to this clause 2.3 will be determined by **JEN** acting reasonably. The **Generator** must comply with such request under this clause 2.3 within 10 **business days** of the request by **JEN**. Without limiting the unconditional nature of the **Security**, **JEN** may, at any time, demand, receive and use the proceeds of the **Security** at any time **JEN** asserts a right to the payment of money by the **Generator** under, arising out of or in connection with, this agreement or otherwise at law.
- d) If **JEN** draws on the **Security** at any time, the **Generator** must immediately provide **JEN** with further **Security** to ensure that the total amount secured by the **Security** held by **JEN** is at least equal to: if the **Security** was provided pursuant to clause 2.3(a), the amount set out in

item 14 of the **Offer Schedule**; or if the **Security** was provided pursuant to clause 2.3(c), the amount determined by **JEN** pursuant to clause 2.3 **JEN** will return the **Security** within 20 **business days** from the later of:

- i. the date on which this agreement is terminated or expires in accordance with its terms; or
- ii. where there are any **Disputes**, the date on which the last of the **Disputes** is determined to the reasonable satisfaction of **JEN**.

3. COMPLIANCE

3.1 JEN OBLIGATIONS

- a) Subject to:
 - i. clauses 3.2, 4.1 and 6;
 - ii. completion by the **Generator** of any necessary works (including if required installation by the **Generator** of a meter);
 - iii. compliance by the Generator with the Generator's obligations under this agreement (including the requirements to make payment to **JEN** or provide **Security**, comply with the **Safety and Technical Obligations** and providing **JEN** with safe and unhindered access to the **Supply Address**); and
 - iv. the availability of materials necessary to provide the **Distribution Services**,

JEN will use its best endeavours to provide **connection** in the timeframe agreed with the **Generator**.
- b) **JEN's** obligation to provide the **Distribution Services** in accordance with this agreement shall not apply where **JEN** is delayed by:
 - i. any cause beyond **JEN's** reasonable control;
 - ii. where **JEN** is required to undertake other works due to an emergency or in order to operate and maintain **JEN's distribution system**; or
 - iii. any failure by the **Generator** to meet the **Generator's** obligation under this agreement.

3.2 GENERATOR OBLIGATIONS

- a) The **Generator** must comply with all obligations imposed on it by the **Electricity Laws** and any direction given in accordance with the **Electricity Laws** in relation to the connection and operation of the **generating plant** and the export of electricity from the **generating plant**.
- b) Without limiting clause 3.2(a), the **Generator** must comply with the obligations imposed on "embedded generators" under the **Distribution Code**.
- c) Where any electrical work is required to be undertaken at the **Supply Address** by, or on behalf of the **Generator** (including any contestable works which may include the installation of a meter) the **Generator** must ensure that such works are carried out:
 - i. only by a person with the necessary **Qualifications**;
 - ii. in accordance with all **Safety and Technical Requirements**; and
 - iii. the **Generator** must provide **JEN** with a correctly completed Prescribed Certificate of Electrical Safety (CES) (supplied by the **Generator's Registered Electrical Contractor**).
- d) The **Generator** must provide **JEN's** representatives at all times (provided official identification is produced by our representatives if requested) with convenient, safe and unhindered access to:
 - i. the **Supply Address** and any other sites necessary to complete the **Distribution Services**;
 - ii. **JEN's** equipment for any purpose associated with the connection, metering or billing of electricity; and
 - iii. the **Generator's** electrical installation for the purpose of inspection or testing, or connecting, disconnecting or reconnecting supply.
- e) The **Generator** must provide sufficient space at the **Supply Address** to accommodate **JEN's** assets; The **Generator** must protect **JEN's** assets from harm and the **Generator** agrees not to tamper with, adjust, disconnect, by-pass, interfere with or otherwise damage or render inoperable or inaccurate the metering equipment and must use best endeavours to ensure that no other person does so or attempts to do so. The **Generator** must pay any amounts payable under this agreement including the **connection services charge**, any **meter service charges** and any additional payments required by this agreement (including fees for energisation).

3.3 DISTRIBUTION CODE

- a) Without limiting clause 3.1 above:
 - i. the **Generator** must comply with the obligations imposed on **embedded generators** and, to the extent applicable, ‘customers’ under the **Distribution Code**; and
 - ii. **JEN** must comply with the obligations imposed on ‘distributors’ under the **Distribution Code**.

4. CONNECTION OF GENERATING PLANT

4.1 CONDITIONS FOR CONNECTION

- a) Subject to clause 7.3(a) and unless any of the conditions below are expressly waived in writing by **JEN**, **JEN** is not required to, and will not, **connect** the **generating plant** (or any part of it) to the **distribution system** or provide the **Distribution Services** until the following have taken place:
 - i. the **Generator** has entered into an agreement with **JEN** for completion **of the connection works** and those **connection works** have been completed;
 - ii. the **Generator** has paid the connection services charge to **JEN**;
 - iii. the **Generator** has provided the **Security** (if applicable);
 - iv. the **Generator** is the holder of a generation licence issued by the **Regulator** under the **EI Act** in respect of the **generating plant** and the **Generator** is registered as a “Generator” under the **National Electricity Rules** or is otherwise exempt from the requirements to hold such a licence or such registration;
 - v. if required the **Generator** has entered into a contract for the sale of electricity delivered into the **distribution system** by the **generating plant** at the **connection point**;
 - vi. **JEN** being satisfied that appropriate metering arrangements are in place in accordance with clause 12 and the **Offer Schedule**;
 - vii. the **generating plant** has been designed, installed, constructed, tested and commissioned in accordance with clause 7 and schedule 3 of the **Offer Schedule**;
 - viii. the **generating plant** complies with all applicable technical safety and performance requirements under clause 8 (including under the **Electricity Law**) and schedule 3 of the **Offer Schedule**;
 - ix. a “Certificate of Electrical Safety” has been issued in respect of the **generating plant** or the **Generator** is exempt otherwise exempt from the requirement to obtain such a certificate by Energy Safe Victoria;
 - x. the **Generator** has obtained the required insurances in accordance with clause 19.4 of this agreement; and all easements, leases and licences required by **JEN** to perform its obligations under this agreement have been granted or vested in **JEN**;
 - xi. if the **generating plant** comprises a **solar microgeneration unit**, **JEN** must be satisfied that the **solar microgeneration unit** is either:
 - (1) **emergency backstop enabled**; or
 - (2) capable of being remotely interrupted or curtailed by **JEN** in accordance with the **Embedded Generator Emergency Backstop Procedures**;
 - xii. if the **generating plant** comprises a **large solar generating unit**, **JEN** must be satisfied that the **large solar generating unit** capable of being remotely interrupted or curtailed by **JEN** in accordance with the **Embedded Generator Emergency Backstop Procedures**.

4.2 SERVICES PROVIDED BY JEN

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

4.3 OWNERSHIP

- a) Unless otherwise expressly agreed by the parties in writing, all plant and equipment installed by or on behalf of **JEN** will be and remains the property of **JEN**.

- b) For the avoidance of doubt, the customer and **JEN** agree that any plant and equipment installed by the customer on a contestable basis on behalf of **JEN** will become, at the date of project completion, the property of **JEN**.

4.4 PROVISION OF INFORMATION & CONNECTION

- a) **JEN** may request the **Generator** to provide any documents or information that it reasonably requires to satisfy itself that the requirements of clause 4.1 have been met.
- b) As soon as reasonably practicable after **JEN** is satisfied (acting reasonably) that the requirements of clause 4.1 have been met, **JEN** must give notice to the **Generator** of such fact and the parties will agree the date by which the **generating plant** will be **connected** to the **distribution system**.
- c) **JEN** will **connect** the **generating plant** to the **distribution system** on or before the date agreed between the parties pursuant to clause 4.4(b).

5. ELECTRICITY TRANSFER CAPABILITY

5.1 ELECTRICITY TRANSFER CAPABILITY

- (a) Subject to clauses 6 and 7.3(a), on and from the **connection date**, **JEN** will operate and maintain the **distribution system** and provide **Electricity Transfer Capability** at the connection points so as to enable the **Generator** to:
 - (i) take electricity from the **distribution system** up to but not exceeding the **maximum import capacity**; and
 - (ii) deliver electricity into the **distribution system** up to but not exceeding the **maximum export capacity**.

5.2 USE OF SYSTEM SERVICES

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

5.3 OPERATIONS BY THE GENERATOR

- (a) The **Generator** will:
 - (i) operate the **generating plant** so that:
 - (1) electricity delivered from the **generating plant** into the **distribution system** does not exceed the **maximum export capacity**;
 - (2) the **Generator** is acting in the manner requested by **JEN**; and
 - (3) electricity taken from the **distribution system** does not exceed the **maximum import capacity**; and
 - (ii) immediately notify **JEN** if the **Generator** becomes aware of any material and probable threat of a breach of clauses 3.2 or 3.3, and take immediate steps to avoid that threat or remedy that breach.
- (b) **JEN** may take such steps as it reasonably considers necessary to limit or interrupt the delivery of electricity:
 - (i) from the generating plant to the distribution system; or

- (ii) to the generating plant from the distribution system, if **JEN** reasonably believes that such steps are necessary so as to avoid an **emergency** or a breach of this contract.

5.4 SERVICES NOT COVERED BY THIS AGREEMENT

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

6. JEN'S RIGHT TO INTERRUPT & CURTAIL

6.1 INTERRUPTION

- (a) The **Generator** acknowledges and agrees that **JEN** cannot guarantee an uninterrupted or unconstrained **Electricity Transfer Capability**, and that the **Electricity Transfer Capability** may be interrupted, curtailed or constrained by **JEN** for reasons including the following:
 - (i) planned maintenance, repair or **augmentation** of the **distribution system**;
 - (ii) unplanned maintenance or repair of the **distribution system** in circumstances where, in the opinion of **JEN**, the **generating plant** poses an immediate threat of injury or material damage to any person, property or the **distribution system**;
 - (iii) where otherwise permitted or required under the **Electricity Laws** or in accordance with any valid direction of an authority in accordance with **Electricity Laws**;
 - (iv) where the **Generator** has not obtained or has failed to maintain all necessary authorisation or is otherwise in breach of this agreement or any **Electricity Law** and has not remedied that failure or breach within 7 days after receiving a notice from **JEN** to remedy that failure or breach;
 - (v) in the case of an **emergency**;
 - (vi) where otherwise agreed between **JEN** and the **Generator** in writing.
- (b) Subject to clauses 6.3 and 6.4, in the case of any unplanned **interruption** or an **emergency**, **JEN** will comply with section 11.3 of the **Distribution Code**.
- (c) In the case of any planned **interruption**, **JEN** will comply with section 11.5 of the **Distribution Code**.

6.2 REQUIREMENTS FOR ALL RELEVANT SOLAR EMBEDDED GENERATING UNITS

Without limiting the generality of clause 6.1, if the **generating plant** comprises a **relevant solar embedded generating unit**:

- (a) **JEN** may remotely interrupt or curtail the electricity generation of the **relevant solar embedded generating unit**:
 - (i) if **JEN** is directed to do so by **AEMO** or another person lawfully authorised by **AEMO** to issue that direction under the **National Electricity (Victoria) Law** or the **National Electricity Rules**; or
 - (ii) to enable **JEN** to carry out tests to satisfy **JEN** that **JEN** is capable of remotely interrupting or curtailing electricity generation; and

- (b) the **Generator** must comply:
 - (i) promptly with any request by **JEN** to enable **JEN** to monitor continued compliance of the **relevant solar embedded generating unit** with **Electricity Laws** and **JEN's** ongoing capability to remotely interrupt or curtail the electricity generation of the **relevant solar embedded unit**; and
 - (ii) at all times with the **Embedded Generator Emergency Backstop Procedures**.

6.3 SPECIFIC REQUIREMENTS FOR SOLAR MICROGENERATION UNITS

- (a) If the **generating plant** comprises a **solar microgeneration unit**, the **Generator** must ensure that the **solar microgeneration unit** is at all times:
 - (i) **emergency backstop enabled**; or
 - (ii) capable of being remotely interrupted or curtailed by **JEN** in accordance with the **Embedded Generator Emergency Backstop Procedures**.
- (b) Without limiting the generality of clause 6.1, if the **generating plant** comprises a **solar microgeneration unit**:
 - (i) If **JEN** remotely interrupts or curtails electricity generation of the **solar microgeneration unit** in accordance with clause 6.2(a)(i), **JEN** will, as soon as practicable, publish a notice on its website with relevant information.
 - (ii) The **Generator** authorises **JEN** to remotely interrupt or curtail electricity generation of the **solar microgeneration unit** under clause 6.2(a)(ii) (including, for the avoidance of doubt, for a cumulative total of more than 15-minutes within a 48-hour period) without notice.

6.4 SPECIFIC REQUIREMENTS FOR LARGE SOLAR GENERATING UNITS

If the **generating plant** comprises a **large solar generating unit**:

- (a) the **Generator** must ensure that the **large solar generating unit** is at all times capable of being remotely interrupted or curtailed by **JEN** in accordance with the **Embedded Generator Emergency Backstop Procedures**;
- (b) the **Generator** acknowledges and agrees that **JEN** is not required to make any information available (including provision of information by way of a 24-hour telephone service) or otherwise to notify the **Generator** in any way of an unplanned interruption or curtailment under clause 6.2(a)(i) of this agreement; and
- (c) the **Generator** authorises **JEN** to remotely interrupt or curtail electricity generation of the **large solar generating unit** under clause 6.2(a)(ii) without notice.

6.5 INVERTER SETTINGS

If the **generating plant** comprises a **relevant solar embedded generating unit** which can be remotely accessed by the manufacturer to adjust the inverter settings, the **Generator** authorises **JEN** to act on the **Generator's** behalf in directing the manufacturer to remotely adjust the inverter settings to comply with **Safety and Technical Requirements**.

6.6 RIGHT TO ALTER THE DISTRIBUTION SYSTEM

Notwithstanding any other provision of this clause 6, nothing in this agreement expressly or impliedly prohibits **JEN** from altering the **distribution system** at any time, including without limitation, disconnecting any line or any part of the **distribution system**.

7. TESTING AND COMMISSIONING

7.1 GENERATOR'S RESPONSIBILITIES

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

7.2 TESTING AND COMMISSIONING

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

7.3 JEN'S RESPONSIBILITY

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

8. TECHNICAL, SAFETY AND PERFORMANCE REQUIREMENTS

8.1 GENERAL

- a) During the time that the **generating plant** is **connected** to the **distribution system**, the **Generator** must ensure that the **generating plant** complies with, and is installed, operated and maintained in accordance with:
 - i. the appropriate **JEN** connection standards (as amended from time to time), including (as applicable):
 - l. I. Embedded Generation - Technical Access Standards; Embedded Generation - 5MW or Greater (ELE SP 0003);

- II. Connection Guidelines for Inverter Energy Systems - >10kVA (single phase) and >30kVA to 200kVA (three phase)
 - III. ;
 - IV. II.V. Embedded Generation Guideline (JEN GU 0020);
 - V. the **Electricity Laws** and **Safety and Technical Requirements**;
 - VI. all applicable Australian Standards;
 - VII. clauses 8.2 to 8.5 (inclusive);
 - VIII. schedule 3 of the **Offer Schedule** (which will include the applicable performance standards);
 - IX. if the **generating plant** comprises a **relevant solar embedded generating unit** – the **Embedded Generator Emergency Backstop Procedures**; and
 - X. any other technical and safety requirements reasonably required by **JEN** (including the **Service & Installation Rules** to the extent they apply to the **generating plant**).
- b) The **Generator** acknowledges that the technical and safety requirements for the **generating plant** may be varied from time to time as a result of changes to the **Electricity Law**, the **distribution system** or technological changes in the industry. Compliance with any reasonable variation required by **JEN** to the technical and safety requirements of the **generating plant** in order to address changes in such technical and safety requirements will be at the **Generator's** cost and will be the sole responsibility of the **Generator**.

8.2 THE CONNECTION

- a) The connection point of the generating plant to the distribution system will be as described in item 9 of the Offer Schedule and must be at the connection point voltage.
- b) The **Generator** must provide an incoming circuit breaker within the **generating plant** as near as practical to the **connection point**.
- c) the connection assets required at the connection point are identified at item 8 of the **Offer Schedule**;
- d) the premises connection assets and additional equipment to be installed at the **Supply Address**, and the party responsible for installing such items, are identified at items 8, 10, 16 & 17 of the **Offer Schedule**;
- e) the extensions or augmentations to **JEN's** distribution network required to be undertaken to provide the **Distribution Services** and the costs of such extensions or augmentations are set out at item 17 & 18 of the **Offer Schedule**;
- f) the **Generator's** maximum import capacity is set out at item 5 of the **Offer Schedule**. The **Generator** must ensure that the demand for electricity at the **Supply Address** does not exceed the maximum allocated capacity.
- g) The **Generator** must not export to our distribution network any amount exceeding the maximum export capacity set out in item 4 of the Offer Schedule.

8.3 PROTECTION AND CONTROL

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

- e) The **Generator** must not use automatic reclose for any **fault** types.
- f) The **Generator** must ensure the **generating plant** protection coordinates with the **distribution system** protection system to ensure adequate grading between the respective protection systems at all times unless exceptions are listed in schedule 3 of the **Offer Schedule**.
- g) The **Generator** is responsible for the design, installation, setting, testing and commissioning of all **generating plant** protection equipment.
- h) The **Generator** must identify all plausible **fault** scenarios and document, design, and implement, protection and control schemes that will disconnect the **generating plant** from the **distribution system** for each of these **fault** scenarios.
- i) The **Generator** must ensure that the **generating plant** protection system complies with the version of applicable **JEN** connection standard referred to in clause 8.1(a)(i) that is current at the execution date of this agreement and provided by **JEN**.
- j) The **Generator** shall ensure the **generating plant** protection schemes:
 - i. detect various **faults** as prescribed in the “JEN Embedded Generator Connection Standards” and when these **faults** are detected act to disconnect the **generating plant** from the **distribution system**; and
 - ii. will use standard protection schemes such as inverse time over-current, under and over frequency, under and over voltage and loss of mains (such as “Vector Shift” or “Rate of Change of Frequency”) unless alternatives methods can be demonstrated to detect the **fault** conditions and disconnect the **generating plant** from the **distribution system**.
- k) The **Generator** must ensure that the protection systems do not reconnect the **generating plant** to the **distribution system** until the distribution supply is fully restored.
- l) The **Generator** will be responsible for costs associated in any modification of the **distribution system** protection that may be required to accommodate the **Generator**.

8.4 MAINTENANCE, REPAIR AND OTHER MODIFICATIONS

- a) The **Generator** must have an inspection and maintenance policy that ensures the **generating plant** is maintained in good working condition, is safe to use, and will continue to satisfy the “JEN Embedded Generator Connection Standards” as notified in writing to the **Generator** from time to time and this agreement into the future. **JEN** may request a copy of the **Generator**’s inspection and maintenance policy from time to time, in which case the **Generator** must immediately provide **JEN** with a copy of such policy. The **Generator** must keep records for all past inspections, testing and maintenance work and must, upon request by **JEN** provide copies to **JEN** to demonstrate that the **Generator** is appropriately maintained. The **Generator** may replace any part in the **generating plant** with:
 - i. an identical replacement part without notifying **JEN**; and
 - ii. non identical but equivalent replacement parts if a direct replacement is not available, but if the replacement parts have different specifications then **JEN** must be notified in writing and the **Generator** must receive written approval from **JEN** to use the alternative parts.
- b) The **Generator** must not change the protection and control settings that could in any way impact the detection of **faults** or abnormal network conditions and the time taken for the **Generator** to disconnect from the **distribution system** without obtaining the prior approval of **JEN** in writing.
- c) The parties must comply with clause 5.7 of the **National Electricity Rules** in respect of inspection and testing of all equipment, works, facilities and plant owned or operated by a party (which, in the case of the **Generator**, includes the **generating plant**).

8.5 OPERATIONS

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

9. INFORMATION AND COMMUNICATIONS

9.1 COMPLIANCE WITH PRIVACY LAWS

Each party agrees that:

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

9.2 PROVISION OF INFORMATION

- (a) To the extent permitted by law, and subject to any legislative, contractual or other obligations of confidentiality (including under the **Electricity Law**), each party must use its reasonable endeavours to provide the other party at no cost and in a timely manner, information or documentation which the other party reasonably requires to carry out its obligations under this agreement or under the **Electricity Law**.
- (b) Without limiting the generality of clause 9.2(a), the **Generator** must provide **JEN** with the information as set out in the **Embedded Generator Emergency Backstop Procedures**, or otherwise requested by JEN for the purposes of clause 6.

9.3 USE OF INFORMATION

Subject to clause 9.1, a recipient may only use or disclose the information disclosed to it under clause 9.2 for the purposes for which the information was provided by the party providing the information or, to the extent that it is permitted to use or disclose the information under the law or any contractual obligation or in accordance with any guidelines issued by the **Regulator**.

9.4 CHANGES IN INFORMATION

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

9.5 ACCURACY OF INFORMATION

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

10. JEN'S EQUIPMENT AND ASSETS

10.1 GENERATOR'S OBLIGATIONS

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

10.2 EQUIPMENT AND ASSETS TO REMAIN

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

11. ACCESS

11.1 GENERATOR MUST ALLOW ACCESS

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

11.2 SAFETY

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

12. METERING

12.1 GENERAL

- a) The provision of revenue metering including current and voltage transformers is the responsibility of the **Generator** or nominated **Meter Provider** and must conform to the following requirements:
- b) The metering must be four quadrant interval meter type that measures both real energy in Watt hours (Wh) and reactive energy in Volt Ampere reactive hours (VARh) for both import and export energy flows, if it is possible for the **Generator** to export energy to the **distribution system** or the **Generator** is a **market generator**.
- c) The metering must be either Net or Gross metering.
- d) The metering must be installed and maintained according to the requirements of the applicable **Electricity Law**.
- e) The energy level must be based on the generator output.
- f) An **AEMO** registered **Meter Provider** and **Meter Data Agent** must be engaged to provide metering and metering data collection and processing.
- g) The **Responsible Person** must supply interval data from the metering installation, to **JEN**. If check metering is installed, **JEN** will have the right to access the check metering data.

- h) The metering must be error corrected by the **Generator** to the satisfaction of **JEN** to ensure accurate recording of energy flows at levels expected to be exported or imported. This is of particular importance where the level of energy consumed by the generation site is significantly less than the design generation export.
- i) Pulse outputs which represent energy may be requested by the **Generator**. This will be at an additional fee.

13. DISCONNECTION

13.1 RIGHT TO DISCONNECT THE GENERATING PLANT

- a) **JEN** may disconnect the **generating plant** from the **distribution system** (either manually or automatically), or instruct the **Generator** to do so:
- b) in any circumstance in which **JEN** is entitled or obliged to **interrupt** the supply of electricity under the **Electricity Law**;
- c) when **JEN** reasonably believes that the **generating plant** or any part of it:
- d) poses a threat to the safe and reliable operation of the **distribution system** or may lead to damage to the **distribution system**;
- e) is adversely affecting network quality of supply to such an extent that it is a breach of the **Distribution Code**;
- f) it is affecting other customer equipment; or
- g) there is a **Technical Breach** that is likely to have a material adverse effect on the operation of the **distribution system**, other users of the **distribution system** or **JEN's** ability to meet its obligation to connected network owners.
- h) The **Generator** must comply with any instruction given by **JEN** under this clause.

13.2 NOTICES AND INFORMATION

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

13.3 SHUTDOWN AND RECONNECTION

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

14. CHARGES, PAYMENTS AND GST

14.1 CHARGES PAYABLE BY THE GENERATOR

- a) The **Generator** agrees to pay to **JEN**, the charges specified in schedule 4 of the **Offer Schedule** in accordance with this clause. The **Generator** acknowledges and agrees that **JEN** is entitled to charge the **Generator's** electricity retailer all charges applicable to the import of electricity from the **distribution system** into the **generating plant** as determined by the appropriate network tariff.
- b) The applicable charges above could consist of direct single payments or annual payments or alternatively could be recoverable through the applicable network tariff.
- c) The amounts payable under this agreement have been calculated in accordance with applicable laws and **JEN's** Connection Charges Policy. **JEN's** Connection Charges Policy is available on **JEN's** website or the **Generator** can contact **JEN** to *obtain a printed copy*.

14.2 INVOICING AND PAYMENT

- a) **JEN** will invoice the **Generator** as soon as practicable after the end of each calendar month for any charges and **GST** payable for that month under this agreement.

- b) The **Generator** agrees to pay an invoice issued under clause 14.2(a) within the timeframe set out in the invoice, or where no timing is specified, 30 **business days** from the date of the invoice by paying the invoiced amount into an account nominated in writing from time to time by the **JEN**.
- c) If the **Generator** disputes in good faith an item appearing on an invoice issued under clause 14.2(a), then the **Generator** must pay all amounts on the invoice by the due date and the parties must use their best endeavours to resolve the **Dispute** in accordance with clause 21. If the resolution of the **Dispute** requires that any amounts already paid must be refunded, then those amounts must be refunded by **JEN** within 20 **business days** of resolution of the **Dispute** with interest accruing at the **Interest Rate** from the date the amounts were paid.
- d) If this agreement requires a party to pay an amount by a due date, interest accrues daily at the **Interest Rate** (compounding daily) on that amount from the day after the due date until the day the party pays the outstanding amount plus any accrued interest.

14.3 GST

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

15. CHANGE IN ELECTRICITY LAWS

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

15.1 NETWORK TARIFF

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

16. GENERATOR FINANCIAL ENTITLEMENTS

16.1 GENERATOR COMPENSATION

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

16.2 AVOIDED DUOS

- a) **JEN** will pass through to the **Generator** a share of the **avoided distribution system costs**, calculated in accordance with clause 4.2.2 of the Electricity Industry Guideline No. 15 ("**avoided DUOS**").
- b) The **avoided DUOS** is to be negotiated on a yearly basis, at the same time each year as agreed by both parties.
- c) As a basis for the negotiations under clause 16.2(b), **JEN** must provide to the **Generator** reasonable information regarding the calculated amount of its **avoided DUOS**.
- d) **JEN** shall be responsible for identifying when any **avoided DUOS** are payable and notifying the **Generator**.
- e) **JEN** will only be liable to pay **avoided DUOS** to the **Generator** to the extent required under the *Electricity Industry Guideline No. 15 (August 2004)*.

16.3 AVOIDED TUOS

- a) JEN will pay the Generator, JEN's avoided Customer TUOS charges, calculated in accordance with the National Electricity Rules ("**avoided TUOS**").
- b) **JEN** will only be liable to pay **avoided TUOS** to the **Generator** to the extent required under the *National Electricity Rules*.
- c) **JEN** is entitled to deduct from the amount calculated under clause 16.3(a), a fee for calculating the **avoided TUOS**.

17. TERMINATION AND DISCONNECTION

17.1 NON-DEFAULT TERMINATION

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

17.2 TERMINATION FOR DEFAULT OR INSOLVENCY OF GENERATOR

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

JEN may give written notice of the default to the **Generator** stating the cause of the default and requiring that the default be remedied.

- b) If the **Generator** does not remedy the default specified in the notice given under clause 17.2 within:
 - v. in the case of a default described in clause 17.2(a)(i), seven days; or
 - vi. in the case of a default described in clause 17.2(a)(ii) or (iii) or (iv), 21 days,

from receipt of the notice given under clause 17.2, then **JEN** may give notice of its intention to terminate this agreement under clause 17.3.

17.3 NOTICE OF TERMINATION

Where **JEN** is entitled to give a notice under clause 2.2(b) or under clause 17.2, **JEN** may give notice to the **Generator** stating:

- a) that **JEN** immediately terminates this agreement; and
- b) the default which gave rise to **JEN's** right to terminate this agreement.

17.4 CONSEQUENCES OF TERMINATION

Upon termination of this agreement:

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

17.5 RIGHT TO DISCONNECT

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

18. FORCE MAJEURE EVENT

18.1 SUSPENSION OF OBLIGATIONS

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

18.2 MITIGATION

A party affected by a **force majeure event** must use all reasonable endeavours to remove, overcome or minimise the effects of that **force majeure event** affecting its performance of this agreement, but nothing in this clause 18.2 requires it to settle any industrial dispute otherwise than as that party in its absolute discretion sees fit.

18.3 NOTICE

Subject to clause 18.2, if a party reasonably considers that a circumstance has arisen which constitutes or is likely to constitute or result in a **force majeure event**, it must as soon as reasonably practicable give to the other party notice containing full details of the **force majeure event** including its nature and likely duration, the obligations affected by it and the nature and extent of its effect on those obligations and the steps the party has taken to remove, overcome or minimise its effects. The party must also keep the other party informed reasonably regularly of any developments during the period of the **force majeure event** and notify the other party when the **force majeure event** ends.

18.4 END OF FORCE MAJEURE EVENT

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

18.5 TERMINATION FOR PROLONGED FORCE MAJEURE EVENT

If the **force majeure event** continues to prevent a party from performing or observing its substantial obligations under this agreement for a continuous period of 6 months from the date of its occurrence, either party may, by giving the other party not less than 20 **business days'** notice, terminate this agreement. On termination of this agreement pursuant to clause 18.5, neither party shall have any **claim** against each other arising out of or in connection with the termination of this agreement pursuant to clause 18.5, other than with respect to any **claim** which arises on, or has arisen before, the termination of this agreement pursuant to clause 18.5.

19. LIABILITY AND INDEMNITIES

19.1 EXCLUSION OF IMPLIED CONDITIONS AND WARRANTIES

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

19.2 GENERATOR'S INDEMNITY

- a) The **Generator** must indemnify **JEN** against all claims, actions, demands, proceedings, liabilities, damages, losses, amounts, costs and expenses (including legal costs and disbursements) or any amount payable by **JEN** under any performance, incentive or payment schemes imposed by any **Electricity Law** or regulatory requirements or by any regulatory body (including the service target performance incentive scheme (STPIS) and the guaranteed service level scheme (GSL)) arising, paid, suffered or incurred by **JEN** (directly or indirectly) as a result of or in connection with:
 - i. a negligent act or omission of the **Generator**;
 - ii. any breach or non-performance of an obligation under this agreement; or
 - iii. any breach or non-performance of an obligation imposed on the **Generator** under **Electricity Laws** that relate to the operation of, or the export of electricity from, the **generating plant**.
- b) Where applicable, the indemnity in clause 19.2(a) is to be reduced by an amount which reasonably reflects the extent to which Jemena's breach of this contract, negligence, fraud, wilful misconduct or breach of applicable laws contributed to such loss.

19.3 LIMITATIONS AND EXCLUSIONS OF LIABILITY

- a) Notwithstanding anything else in this agreement, **JEN** is not liable for any failure to comply with this agreement or the **Electricity Law**, as the case may be, if and to the extent that:
 - i. it is relieved from performance of, or liability in respect of, any of its obligations by the operation of sections 119 and 120 of the **National Electricity Law** or any other provision of the **Electricity Law** which relieves a party from performance of, or liability in respect of, any of its obligations (and, for the avoidance of doubt, nothing in this agreement varies, limits or excludes the operation of any such provision);

- ii. it has received and acted in accordance with a direction, consent, waiver, variation or no-action letter in respect of any provision of the **Electricity Law** from the **Regulator** or any other regulatory authority with powers to issue or grant the direction, consent, waiver, variation or no-action letter; or
 - iii. the failure to comply arises as a result of the other party's negligence, breach of statutory duty or breach of this agreement or the **Electricity Law**.
- b) **JEN** is not liable to any person for any loss or damage arising from the failure or inability of the **distribution system** to deliver or take all or part of the **maximum export capacity** or the **maximum import capacity** unless and to the extent that the failure or inability is a direct result of **JEN's** negligence or bad faith. Subject to clause 16.1, but notwithstanding any other clause in this agreement, **JEN** will not be liable for any loss or damage the **Generator** suffers or incurs as a direct or indirect result of:
- i. **JEN** interrupting or constraining the **Electricity Transfer Capability** in accordance with clause 6.1; and
 - ii. **JEN** exercising its rights under clause 6.1 or clause 13.1.
- c) Except for liability that may not be lawfully excluded and subject to clause 13.1, neither party shall be liable to the other in respect of any **consequential loss** however caused, including through breach of contract, in tort (including negligence), or pursuant to statute.
- d) The **Generator** will be liable to **JEN** for **consequential loss** suffered or incurred by **JEN** arising out of, or in connection with, this agreement to the extent that such **consequential loss** is caused by the wilful misconduct, wilful neglect, fraud or negligence of the **Generator**.
- e) Each party must use all reasonable endeavours to mitigate any loss arising under this agreement for which the other party may be liable.
- f) Notwithstanding any other provision of this agreement, the maximum aggregate liability of **JEN** in respect of all claims, whether arising in contract, tort (including negligence) or otherwise, shall be limited to \$20,000,000

19.4 INSURANCE

- a) The **Generator** must:
- i. effect and maintain for the term of this agreement the insurance policies set out in clause 19.4 and all reasonable **insurances** in respect of risks that may result in a claim for liability under this agreement, that **JEN** may have notified to the **Generator** in writing, with a reputable, responsible and solvent insurer;
 - ii. procure that **JEN** is noted as an interested party under the **Generator's** general liability policy only and ensure that such insurance policy waives any express or implied rights of subrogation by insurers against **JEN**;
 - iii. provide a certificate of currency of the insurance policies required to be effected pursuant to this clause 19.4 on an annual basis to **JEN**;
 - iv. duly and punctually pay all premiums, commissions, stamp duties, charges and other expenses necessary for effecting and maintaining in force each such insurance policy and not do or omit to do anything which may prejudice, breach or result in cancellation of any such insurance policy, or cause a material change to the terms of any such insurance policy;
 - v. procure that **JEN** is provided with as much notice as possible if any such insurance policy is cancelled or not renewed; and
 - vi. replace any such insurance policy that is cancelled or not renewed, with a further policy of insurance that satisfies the requirements of any insurance policy effected for the purposes of this clause 19.4;
- b) If the **Generator** fails to effect or maintain a policy of insurance under this clause 19.4, **JEN** may effect or maintain any such policy in place of the **Generator** up to and including the later of the termination or expiration of this agreement and the resolution of any **Disputes**, claims or actions arising under or in respect of this agreement. Any amounts paid by **JEN** in respect of such insurance (inclusive of GST) shall be recoverable by **JEN** from the **Generator** as a debt due and immediately payable.
- c) The **Generator** must at its own costs and expense, effect and maintain for the term of this agreement the following insurances:
- i. property damage insurance cover for an amount of not less than \$5,000,000 per occurrence; and
 - ii. public liability insurance cover for an amount of not less than \$5,000,000 per occurrence.

20. CONFIDENTIALITY

20.1 GENERAL OBLIGATIONS

- a) Subject to clauses 9, 20.3 and 20.4 and any confidentiality requirement under the **Electricity Law**, this agreement and all information exchanged between the parties under this agreement or during the negotiations preceding the commencement of this agreement is confidential to the party who provided it and may not be disclosed to any person except:
- i. by a party, to:
 - I. its employees and contractors, and the employees and contractors of any of its related bodies corporate (as defined under the *Corporations Act 2001* (Cth)), requiring the information for the purposes of this agreement (or any transactions contemplated by it); and
 - II. its legal and other professional advisers, requiring the information for the purposes of this agreement (or any transactions contemplated by it) or for the purpose of advising that party in relation thereto;
 - ii. with the prior written consent of the party who provided the information;
 - iii. if the information is at the time lawfully in the possession of the recipient of the information through sources other than the other party;
 - iv. in the following circumstances:
 - I. to the extent required under the **Electricity Law** or by a lawful requirement of the **Regulator**;
 - II. to the extent required by a lawful requirement of any stock exchange having jurisdiction over a party; or
 - III. to the extent required by law or any order of a court of competent jurisdiction;
 - v. if required in connection with legal proceedings or other dispute resolution proceeding relating to this agreement or for the purpose of advising a party in relation to such legal proceedings or other dispute resolution proceeding;
 - vi. if the information is at the time generally and publicly available other than as a result of breach of confidence by the party wishing to disclose the information or a person to whom it has disclosed the information;
 - vii. if disclosure is necessary to ensure the stability of the **distribution system** or to protect the safety of personnel or equipment; pursuant to, and in accordance with, clause 9; or
 - viii. to confirm the existence of a use of system agreement between the parties.
- b) For the purposes of this agreement, information is not generally and publicly available merely because it is known to the **Regulator**, **AEMO** another network service provider, a generator or another retailer.

20.2 REPRESENTATIVES TO KEEP INFORMATION CONFIDENTIAL

Subject to clauses 20.3 and 20.4, each party must procure that its employees and contractors, and the employees and contractors of any of its related bodies corporate (as defined under the *Corporations Act 2001* (Cth)), its legal and other professional advisers do not disclose (otherwise than to the party) any information concerning the other party obtained under this agreement except in the circumstances specified in clause 20.1, or use the information other than for the purpose for which it was disclosed in accordance with this agreement.

20.3 CONDITIONS ON DISCLOSURE

In the case of a disclosure under clause 20.1, the party proposing to make the disclosure must inform the proposed recipient of the confidentiality of the information and the party proposing to disclose shall take all reasonable precautions to ensure that the proposed recipient keeps the information confidential.

If a party is permitted to disclose any confidential information in accordance with this clause 19, the party proposing to disclose shall use reasonable endeavours to limit the disclosure to those matters which reasonably need to be disclosed in order to accomplish that purpose.

20.4 NOTICE TO OTHER PARTY

- a) Each party must:
 - i. promptly inform the other party of any request received by that party from any person referred to in clause 20 to disclose information under that clause;
 - ii. inform the other party as soon as reasonably practicable after information is disclosed by the party under clause 20; and
 - iii. where possible, not disclose any information under clause 20.1(a) unless the other party has been informed of the proposed disclosure.

21. OTHER TERMS

21.1 NOTICES

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

Customer & Markets - Embedded Generation

Jemena Electricity Networks (Vic) Ltd

567 Collins Street, Melbourne, 3000

generation_enquiries@jemena.com.au

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

21.2 WAIVER

- a) A failure to exercise or delay in exercising a power or right does not operate as a waiver of that power or right.
- b) The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- c) A waiver is not effective unless it is in writing and is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

21.3 SEVERABILITY

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

21.4 PRESERVATION OF ACCRUED RIGHTS

- a) The expiration or termination of this agreement:
 - i. shall be without prejudice to any rights and obligations under this agreement which have already accrued as at the date of such expiration or termination; and
 - ii. shall not affect the provisions expressed or implied to operate or have effect after such expiration or termination, including the continuing rights and obligations of the parties under clauses 9, 10, 17, 19 and 20.

21.5 ASSIGNMENT

Neither **JEN** nor the **Generator** may assign or purport to assign the whole or any part of its right, title and interest under this agreement without the prior written consent of the other party, which consent must not be unreasonably withheld or delayed if the assignment will not reduce the rights of or increase the obligations or risks of the other party under this agreement.

If a party consents to an assignment under clause 21.5, then the assignee must enter into a deed of covenant in favour of such party whereby the assignee agrees to be bound by the provisions of this agreement as if the assignee had been a party to this agreement in place of the assigning party.

21.6 ENTIRE AGREEMENT

This agreement is the entire agreement between the parties on the subject matter of this agreement. For the avoidance of doubt, nothing in this clause is intended to exclude liability for fraudulent misrepresentation or any other representation which cannot be excluded by law.

21.7 LAW AND JURISDICTION

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

21.8 COSTS

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

21.9 AMENDMENTS

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

21.10 FURTHER ACTS

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

21.11 ELECTRICITY LAWS

- a) If this agreement imposes an obligation on a party which exceeds those obligations under the **Electricity Laws** and other applicable laws, and to the extent that the imposition of that greater obligation is not prohibited by the **Electricity Laws** or other applicable laws, then the party must comply with that greater obligation.
- b) If this agreement imposes an obligation on a party and compliance by that party with that obligation would cause that party to breach the **Electricity Laws** or other applicable laws, then the party need not comply with that obligation to the extent necessary to avoid breaching the **Electricity Laws** or other applicable laws (as applicable).

- c) The parties acknowledge that the **National Electricity Rules**, the **applicable regulatory instruments** and other applicable laws may be the subject of ongoing change and that those changes may require amendments to be made to this agreement.
- d) The parties agree to negotiate in good faith any amendments to this agreement that may be reasonably required as a consequence of a **Change in Electricity Law Event**.
- e) If, within one month from one of the parties initiating a process for negotiation for those changes, the parties have not been able to reach agreement then a dispute will be taken to have arisen between the parties and the provisions of clause 22 will apply to the resolution of the dispute.

22. DISPUTE RESOLUTION

22.1 GENERAL

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

22.2 DISPUTES TO WHICH THE NERS APPLY

- a) If the **Dispute** is a dispute which Part B of Chapter 8 ("**Disputes**") of the **National Electricity Rules** states must be resolved using the procedures set out in the **National Electricity Rules** ("**NER Dispute Procedures**"), the parties must use the **NER Dispute Procedures** to resolve the **Dispute** and clause 22.3 will not apply. Where:
- b) the **Dispute** is not a dispute to which Part B of Chapter 8 of the **National Electricity Rules** applies; or the **National Electricity Rules** allow the parties to resolve a dispute about a matter relating to or arising out of the **National Electricity Rules** without using **NER Dispute Procedures**, then the parties agree that they will resolve the **Dispute** under clause 22.3 and not under the **NER Dispute Procedures** and to avoid doubt, clause 8.2 ("**Dispute Resolution**") of the **National Electricity Rules** will not apply to that **Dispute**.

22.3 DISPUTE RESOLUTION


- a) Where a **Dispute** arises, either party may give written notice of the **Dispute** to the other party. The notice must state that it is a notice under this clause and must identify the **Dispute**, the particulars of the party's reason for being dissatisfied and the position that the party believes is correct.
- b) If the parties fail to resolve a **Dispute** within 10 **business days** of a notice of **Dispute** being given under clause 22.3(a), the Dispute must be referred for resolution to the respective chief executive officers (or the chief executive officer's nominee). If the **Dispute** is not resolved within 20 **business days** of such referral, either party may then take further action by commencing legal proceedings.

23. SURVIVAL

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

24. CONTACTING US

If you have any queries in relation to Distribution Services or this agreement please visit our website or



contact our Network Connections Team as follows:

Customer & Commercial – Embedded Generation

Jemena Electricity Networks (Vic) Ltd

PO Box 16182,

Melbourne VIC 3000

Phone: 1300 131 871

generation_enquiries@jemena.com.au