

Pipeline Interconnection Policy

2025

Contents

1.	Background	2
2.	Power and Water point of contact	2
3.	Rights and obligations	2
4.	Interconnection process	3
5.	Interconnection fees	6
6.	Standard connection agreement	7
	Attachment 1 – Standard Connection Agreement	8

1. Background

1.1 Purpose

The Pipeline Interconnection Policy ('Policy') sets out details relating to interconnection rights, process, costs and general terms, in accordance Part 6 of the National Gas Rules (NGR). This Policy must be read with the User Access Guide for the relevant pipeline and Part 6 of the NGR (the NGR will prevail to the extent of any inconsistency). Terms that are defined in the NGR will have the same meaning, unless specified otherwise.

1.2 Scope

The Policy applies to all pipelines owned or operated by Power and Water Corporation (Power and Water, or 'us'). It does not apply to:

- interconnections that have been completed as at the date of this interconnection policy; or
- a request to vary the terms and conditions of an existing interconnection agreement for any part of the existing interconnection.

2. Power and Water point of contact

All interconnection applications and queries must be directed to:

Executive General Manager – Gas Services
Level 7 Mitchell Centre
55-59 Mitchell Street
Darwin NT 0801

Contact number: 08 8985 7124

Email: Antoni.murphy@powerwater.com.au

Attention: MRM pipeline interconnection enquiry

3. Rights and obligations

3.1 Interconnecting party's right

An interconnecting party has the right to connect a pipeline or other facility to a pipeline where:

- it is technically feasible and consistent with the safe and reliable operation of the pipeline and the safe and reliable supply of gas to end users; and
- the interconnecting party agrees to fund the costs associated with making the interconnection.

3.2 Interconnecting party's option

The interconnecting party has the option to:

- construct, operate and maintain the interconnection at its own cost (option A); or
- have Power and Water do so (option B); or

- proceed with a combination of option A and option B if both the interconnecting party and Power and Water:
 - will own equipment or infrastructure associated with the interconnection; or
 - agree to share the costs and responsibilities associated with the interconnection.

3.3 Interconnecting party's obligations

If the interconnecting party develops the interconnection (or part of the interconnection), it must do so in accordance with good industry practice and comply with all standards and legislation that relate to the establishment and on-going operation of the interconnection and with any reasonable technical, safety and reliability requirements requested by the existing service provider.

3.4 Power and Water's obligations

If Power and Water develops the interconnection (or part of the interconnection), the interconnection fee that it charges will be calculated in accordance with section 5 below.

4. Interconnection process

4.1 Overview

The interconnection process will generally follow the following steps:

- Interconnection application or preliminary enquiry.
- Information to be provided by an interconnecting party.
- Information to be exchanged throughout the process.
- Assessing the interconnection application.
- Making an interconnection offer.
- Offer conditions.
- Construction and commencement of operations.

The process may vary, based on whether the interconnecting party chooses option A, option B or a combination of both options; circumstances relating to the interconnection; or as otherwise agreed by Power and Water and the interconnecting party.

4.2 Interconnection application or preliminary enquiry

An interconnecting party may elect to make a preliminary enquiry before making a written interconnection application. Preliminary enquiries are not required but are encouraged.

All interconnection applications or enquiries must be directed to the point of contact nominated in section 2.

4.3 Information to be provided by an interconnecting party

An interconnection application must be in writing and must include information reasonably necessary for Power and Water to determine whether the requested interconnection is:

- technically feasible;
- consistent with the safe and reliable operation of the pipeline; and
- consistent with the safe and reliable supply of covered gas to end users.

At a minimum, an interconnection application should include the following information:

- the interconnecting party's details (including the nominated contact person, and their details);
- the location that the interconnecting party proposes for the interconnection;
- the type of interconnection proposed;
- the maximum daily quantity (MDQ), maximum hourly quantity (MHQ) and maximum and minimum operating pressures that the interconnecting party requires at the interconnection point;
- the desired completion date, i.e. the date that the interconnection should be operational;
- any regulatory approvals that the interconnecting party requires or has obtained;
- the proposed construction option under section 3.2 (unless the interconnecting party requires more information before making this election); and
- any relevant information that Power and Water may reasonably require.

4.4 Information to be provided by Power and Water

Power and Water will provide information reasonably necessary for the interconnecting party to:

- assess the likely availability of capacity to or from the interconnection point;
- assess its preferred construction option under section 3.2; and
- prepare its interconnection application.

4.5 Assessing the interconnection application

Power and Water will undertake all actions necessary to assess the interconnection application promptly and will use best efforts to conclude the assessment in a timeframe that is compatible with the interconnecting party's desired completion date.

Power and Water will conduct an initial review of the interconnection application or preliminary enquiry and inform the interconnecting party if:

- additional information is required; or
- further investigation is necessary

to assess the application and establish a connection.

If Power and Water determines that further investigation is necessary, it will inform the interconnecting party of the scope and provide a timeframe for concluding the investigations. The interconnecting party may be required to bear the reasonable costs of further investigations, in which case Power and Water will also provide an estimate of the likely costs.

Power and Water will assess the interconnection application to determine whether there are any specific technical, safety or reliability requirements or issues related to the proposed interconnection. The assessment will include consideration of:

- connection point options;
- the proposed site and pipeline route;
- pipeline capacity and constraints;
- injection parameters;
- gas specification;
- additional compression requirements;

- construction time;
- estimated costs of construction and connection works;
- estimate costs of procuring and installing equipment; and
- estimated total costs of the interconnection.

4.6 Interconnection offer

Following its assessment of the interconnection application, Power and Water must make an interconnection offer to the interconnecting party unless, despite all reasonable efforts to accommodate the application, the proposed interconnection is not:

- technically feasible;
- consistent with the safe and reliable operation of the pipeline; or
- consistent with the safe and reliable supply of gas to end users.

If Power and Water is unable to make an interconnection offer for the reasons specified above, it must provide the interconnecting party with written notice:

- explaining why the interconnection is not possible; and
- whether there is some prospect that it will become possible in future, with reasonable details of when the requested pipeline service is likely to become available.

Subject to specific circumstances, the interconnection offer will be on substantially the same terms as the standard connection agreement in Attachment A, amended to reflect the interconnecting party's election under section 3.2 above.

Power and Water will constructively engage with the interconnecting party to resolve any questions or concerns that may arise in respect of the offer so that the parties can proceed to execution of that offer.

4.7 Offer conditions

Any interconnection offer will be subject to such preconditions as Power and Water considers reasonably necessary, including the interconnecting party securing and providing evidence of all necessary approvals or consents, including:

- Approvals or consents required under the National Gas Law, National Gas Rules and other applicable laws.
- Any land access required to facilitate the interconnection and ongoing operation and maintenance activities.

4.8 Construction and commencement of operations

Following execution, the responsible party or parties under the terms of the construction agreement will commence construction in accordance with industry best practice. Prior to the commencement of operations:

- The interconnecting party is required to assist and cooperate with Power and Water for the purposes of assessing whether the interconnection is fit for operations. This includes providing any information or documentation; and obtaining any sign-offs or approvals that may be reasonably required by Power and Water.
- Power and Water will ensure that:
 - the interconnection has been constructed in accordance with good industry practice;

- complies with all standards and legislation that relate to the establishment and on-going operation of the interconnection; and
- with all technical, safety and reliability requirements
- Once Power and Water is satisfied that the interconnection can commence operations, it will provide a formal approval to the interconnecting party in writing. No gas may enter the pipeline prior to Power and Water providing its formal approval.

5. Interconnection fees

5.1 General principles

Interconnection fees will be calculated and recovered in accordance with the pipeline Interconnection principles contained in Part 6, r38(3) NGR and the ‘pricing principles’ in r113Z(4) NGR.

5.2 Calculation of interconnection fees

According to the pricing principles, the price for access to a pipeline service on a non-scheme pipeline should reflect the cost of providing that service, including:

- a commercial rate of return that is commensurate with the prevailing conditions in the market for funds and reflects the risks the service provider faces in providing the pipeline service; and
- the costs the service provider incurs in complying with a regulatory obligation or requirement.

If Power and Water develops the interconnection (or part of the interconnection), the ‘cost of providing that service’ will be the directly attributable cost to Power and Water of:

- constructing, operating and maintaining the interconnection; and
- installing, operating and maintaining any metering and gas quality monitoring equipment required to be installed as a result of the interconnection (if applicable).

For determining the cost of providing a service, the value of any assets used in the provision of the pipeline service will be determined using asset valuation techniques consistent with the objective of facilitating access to pipeline services provided by means of non-scheme pipelines on reasonable terms, which is taken to mean at prices and on other terms and conditions that, so far as practicable, reflect the outcomes of a workably competitive market.

Unless inconsistent with the paragraph above, the value of any assets used in the provision of the pipeline service is to be calculated as follows:

- (i) the cost of construction of the pipeline and pipeline assets incurred before commissioning of the pipeline (including the cost of acquiring easements and other interests in land necessary for the establishment and operation of the pipeline);

plus:

- (ii) the amount of capital expenditure since the commissioning of the pipeline;

less:

- (iii) the return of capital recovered since the commissioning of the pipeline; and
- (iv) the value of pipeline assets disposed of since the commissioning of the pipeline.

When applying the pricing principles to a pipeline service that affects the capacity of the pipeline available for other pipeline services and is priced at a premium or a discount to the price for a firm haulage service on the pipeline – the premium or discount must:

- consider any opportunity cost or benefit to Power and Water of providing the pipeline service, having regard to any effect on the cost of providing firm haulage services or the capacity of the pipeline; and
- be consistent with the price for the pipeline service providing a reasonable contribution to joint and common costs.

6. Standard connection agreement

Power and Water's standard connection agreement is included in Attachment 1 below.

Attachment 1 – Standard Connection Agreement

PIPELINE CONNECTION AGREEMENT – [INSERT ASSET NAME]

Power and Water Corporation

ABN 15 947 352 360

and

[Insert entity name]

ABN [insert]

Explanatory Notes

1. This standard connection agreement may change from time to time, as determined by Power and Water.
2. All pipeline interconnections will be negotiated to reflect relevant circumstances and the interconnecting party's specific requirements. Relevant circumstances include, but are not limited to:
 - whether the interconnecting party elects to construct, operate and maintain the interconnection at its own cost, have Power and Water do so, or have a combination of both options;
 - available pipeline capacity;
 - contractual arrangements with existing pipeline users;
 - augmentation requirements;
 - connection specifications; and
 - any other pipeline constraints.

TABLE OF CONTENTS

1.	DEFINED TERMS AND INTERPRETATION	1
1.1	Definitions	1
1.2	Interpretation	12
1.3	Terminology	13
1.4	Rounding	13
1.5	Hierarchy	13
2.	CONDITIONS PRECEDENT	14
2.1	Conditions	14
2.2	Waiver of conditions	14
2.3	Obligation to satisfy conditions	14
2.4	Result of non-satisfaction of conditions	14
3.	TERM	15
4.	CONNECTION	15
5.	CONSTRUCTION OF P&W WORKS	15
5.1	General Obligations	15
5.2	Power and Water Authorisations	16
5.3	Design	16
5.4	Timing for P&W Works	16
5.5	Delay to P&W Works	16
5.6	Suspension	16
5.7	Assistance of Interconnecting Party	17
6.	CONSTRUCTION OF IP INFRASTRUCTURE	17
6.1	General Obligations	17
6.2	Authorisations	17
6.3	Design	18
6.4	Site Access	18
6.5	Construction	19
6.6	Inspection and witnessing by Power and Water	20
6.7	Connection and commissioning of IP Infrastructure	20
6.8	Completion of IP Infrastructure	21

6.9	Modifications after review	21
6.10	Timing of IP Infrastructure	21
6.11	Interconnecting Party not relieved of responsibility	21
6.12	Power and Water Supplied Information	22
7.	COOPERATION AND COORDINATION OF P&W WORKS AND IP WORKS	22
8.	MODIFICATIONS TO IP INFRASTRUCTURE OR P&W WORKS	23
8.1	Modifications to IP Infrastructure	23
8.2	Modifications to P&W Works or Pipeline	23
9.	P&W INFRASTRUCTURE AND IP INFRASTRUCTURE	24
9.1	Ownership	24
9.2	P&W Infrastructure and IP Infrastructure	24
9.3	Use of P&W Works	24
9.4	General obligations in respect of P&W Infrastructure	24
9.5	General obligations in respect of IP Infrastructure	25
10.	CONNECTION SERVICES	26
10.1	Connection Services	26
10.2	Coordination and information	26
10.3	Receipt and transportation of gas	26
11.	CURTAILMENT OF CONNECTION SERVICES	27
11.1	Curtailment of Connection Services	27
11.2	Notification of curtailment or interruption	27
11.3	Giving effect to curtailment or interruption	27
11.4	Liability for curtailment or interruption	28
12.	GAS QUALITY AND OTHER REQUIREMENTS	28
12.1	Gas Quality	28
12.2	Gas Pressure	28
12.3	Gas Temperature	29
12.4	Gas Odourisation	29
12.5	Indemnity for Non-Compliant Gas	29
12.6	Provision of information	29
13.	CHARGES AND INVOICING	29

13.1	Charges	29
13.2	Invoices	30
13.3	Provision of information	30
13.4	Payment	30
13.5	Disputed invoices	31
13.6	Other Amounts Payable	31
13.7	Interest	31
13.8	Right of set-off	31
13.9	Adjustments	32
14.	SECURITY	32
14.1	Provision of Security	32
14.2	Recourse to Security	32
14.3	Replacement Security	33
14.4	Return of Security	33
15.	INSURANCE	33
15.1	Insurance	33
15.2	Evidence of insurance	34
15.3	Insurance by subcontractors	34
15.4	Notice of claims or occurrences	34
15.5	Interconnecting Party must not prejudice insurance	34
16.	DEFAULT AND termination	35
16.1	Default Notice	35
16.2	Suspension for Default by Interconnecting Party	36
16.3	Remedies	36
16.4	Termination for failure to complete IP Infrastructure	36
16.5	Termination due to Power and Water decommissioning Pipeline	36
16.6	Termination due to Interconnecting Party decommissioning IP Facility	36
16.7	Disconnection and make safe	36
16.8	Effect of Termination	37
17.	FORCE MAJEURE	37
17.1	No breach for event of Force Majeure	37
17.2	Notification	37

17.3	Termination for prolonged Force Majeure	38
17.4	Relief for Power and Water	38
18.	INDEMNITIES	38
18.1	Interpretation	38
18.2	Indemnities from Interconnecting Party	38
18.3	Indemnity provisions	39
19.	LIMITATIONS ON LIABILITY	39
20.	intellectual property	39
21.	Confidentiality	40
22.	PRIVACY AND SECURITY	41
22.1	Privacy	41
22.2	Security requirements	42
23.	PUBLICITY	42
23.1	Public statements	42
23.2	Reputation	42
23.3	Use of Power and Water's name	43
24.	GST	43
24.1	Interpretation	43
24.2	GST charges	43
24.3	Adjustment Event	43
24.4	Amounts Net of GST Input Tax Credits	43
25.	PPS ACT	43
26.	ASSIGNMENT AND CHANGE OF CONTROL	45
26.1	Assignment	45
26.2	Change of Control	45
26.3	Costs of consents	46
27.	NOTICES	46
27.1	How notices must be given	46
27.2	Change of details	46
27.3	Deemed receipt	46
28.	DISPUTE RESOLUTION	47

28.1	Notice of Dispute	47
28.2	Good faith negotiations	47
28.3	Senior Executive meeting	47
28.4	Expert determination	47
28.5	Disclosure of interest	47
28.6	Procedure for expert determination	48
28.7	Continuation of Interconnecting Party obligations	48
28.8	Injunctive relief	48
28.9	Survival of clause	49
29.	MISCELLANEOUS	49
29.1	Further assurances	49
29.2	Entire agreement	49
29.3	No merger	49
29.4	Amendment	49
29.5	Waiver	49
29.6	Discretions, determinations, approvals or assessments	49
29.7	Severability	49
29.8	No authority to bind another Party	50
29.9	Relationship of Parties	50
29.10	Costs of this Agreement	50
29.11	Counterparts	50
29.12	Governing Law	50
29.13	Jurisdiction	50
Schedule 1 - AGREEMENT DETAILS		52
Schedule 2 P&W Works		55
Schedule 3 - IP infrastructure		56
Schedule 4 - SITE LAYOUT		57
Schedule 5 - CONNECTION point DIAGRAM		58
Schedule 6 - CONNECTION SPECIFICATIONS		59
Schedule 7 - Gas Specification		60
Schedule 8 - INSURANCES		61

THIS AGREEMENT is made on

202[#]

BETWEEN:

- (1) Power and Water Corporation (ABN 15 947 352 360) of Level P2, Mitchell Centre, 55-59 Mitchell Street, Darwin NT 0800 (**Power and Water**)

AND

- (2) [Insert entity name, ABN and address] (**Interconnecting Party**)

RECITALS

- (A) Power and Water is a Government Owned Corporation established under the *Power and Water Corporation Act 1987* (NT) whose functions include the purchase, sale, processing, storage and transportation of gas.
- (B) Power and Water is the owner of the Pipeline.
- (C) The Interconnecting Party wishes to connect the IP Infrastructure to the Pipeline.
- (D) Power and Water has agreed to perform the P&W Works and provide ongoing Connection Services to enable the Interconnecting Party to connect the IP Infrastructure to the P&W Infrastructure on and subject to the terms and conditions set out in this Agreement.
- (E) Power and Water and the Interconnecting Party undertake to deliver upon their respective obligations on the terms set out in this Agreement.

THE PARTIES AGREE AS FOLLOWS

1. DEFINED TERMS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Aggregate Liability Cap	means the amount specified in Item 14 of Schedule 1.
Agreement	means this Connection Agreement.
Agreement Details	means the details set out in Schedule 1.
Approved Construction Schedule	has the meaning given in clause 6.10(a).
Artefacts	means fossils, human remains, artefacts, valuable minerals and other things of scientific, geological, historical or archaeological significance or Aboriginal origin.
Authorisation	means all approvals, authorisations, certificates, consents, determinations, permissions, permits, notices, licences or waivers under any Laws or by any Government Authority, including:

- (a) any condition attached to the approval, authorisation, certificate, consent, determination, permission, permit, notice, licence or waiver; and
 - (b) any renewal, amendment or variation thereof,
- required by Law or from any Government Authority having jurisdiction over the relevant subject matter.

Business Day	means a day other than a Saturday, Sunday or public holiday in Darwin in the Northern Territory.
Change in Law	means a change in an existing Law or Authorisation or the imposition of a new Law or Authorisation requirement which commences, or is made or comes into effect after the date of execution of this Agreement.
Change of Control	has the meaning given in clause 26.2.
Charges	means the Connection Works Charge and the Connection Services Charge.
Claim	means any claim, demand, action or proceedings of any nature whatsoever, whether actual or threatened.
Commencement Date	means the date specified in Item 5 of Schedule 1.
Condition Precedent	means each condition precedent in item 17 of Schedule 1.
Confidential Information	<p>means information that:</p> <ul style="list-style-type: none"> (a) is by its nature confidential; (b) is communicated by the disclosing Party to the confidant as confidential; (c) the confidant knows or ought to know is confidential; or (d) relates to: <ul style="list-style-type: none"> (i) the financial, the corporate and the commercial information of any Party; and (ii) the strategies, practices and procedures of a Party, (e) and, for the avoidance of doubt, the following items comprise Confidential Information of Power and Water: <ul style="list-style-type: none"> (i) Power and Water Data; (ii) Personal Information that is collected, handled or held by or on behalf of Power and Water; and (iii) all details relating to Power and Water's assets and infrastructure.
Connection Period	means the period:

- (a) commencing on the date on which Power and Water determines that:
 - (i) the P&W Works have been completed, installed and commissioned and are capable of providing the Connection Services in accordance with applicable Laws and Authorisations; and
 - (ii) the IP Infrastructure has been completed, installed and commissioned in accordance with this Agreement; and
- (b) ending at the end of the Term.

Connection Point	means the point shown in Schedule 5.
Connection Services	<p>means, at all relevant times and except as expressly provided otherwise in this Agreement:</p> <ul style="list-style-type: none"> (a) providing a Connection Point that complies with the Connection Specifications to enable the Interconnecting Party to connect the IP Infrastructure to the P&W Infrastructure; and (b) operating and maintaining the P&W Infrastructure in accordance with the Connection Specifications, Good Industry Practice, and all applicable Laws and Authorisations.
Connection Services Charge	has the meaning given in clause 13.1(b).
Connection Specifications	means the specifications set out in Schedule 6.
Connection Works Charges	has the meaning given in clause 13.1(a).
Consequential Loss	<p>means:</p> <ul style="list-style-type: none"> (a) any consequential loss or damage suffered by a Party, however caused, including without limitation any: <ul style="list-style-type: none"> (i) loss of (or loss of anticipated) use, production, opportunity, revenue, income, profits, business and savings; or (ii) business interruption, whether or not the consequential loss or damage was foreseeable; (b) in respect of contractual damages, damages which would fall within the second limb of what is known as the rule in <i>Hadley v Baxendale</i> (1854) 9 Ex 341 [156 ER 145]; and

- (c) any liability of the Party to any other person, or any claim brought against the Party by another person, and any liabilities in connection with the claim.

Control	has the meaning given in the Corporations Act.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
CP Deadline	means the date specified in item 17 of Schedule 1.
Cure Period	has the meaning given in clause 16.1(c).
Default	means a default in the performance of an obligation under this Agreement.
Default Notice	has the meaning given in clause 16.1(a).
Defaulting Party	has the meaning given in clause 16.1(a).
Delay Event	means: <ul style="list-style-type: none">(a) any Default, act or omission, including in connection with the IP Works, by the Interconnecting Party, any Interconnecting Party Affiliate or any of its or their Personnel, impeding, preventing or delaying Power and Water or its Personnel from carrying out the P&W Works;(b) any variation to the P&W Works;(c) any variation to the Connection Specifications or the IP Works;(d) inclement weather in excess of one day per Week;(e) environmental protestor's actions that relate to the IP Facility or the activities of the Interconnecting Party;(f) specific industrial action on, or on a location directly related to, the Site or the P&W Works;(g) Power and Water exercising a right of suspension under this Agreement;(h) an event of Force Majeure;(i) a Change in Law;(j) a direction by Power and Water to suspend any part of the IP Works, except where such direction is caused by a breach of this Agreement by Power and Water or its Personnel; or(k) any conditions at the Site, including the discovery of Artefacts or latent conditions, that adversely affect, or that Power and Water considers are likely to adversely affect, the performance of any of the P&W Works.

Direct Costs	means actual and documented costs, charges and expenses incurred by or on behalf of Power and Water or its Personnel in carrying out the P&W Works. In respect of Power and Water employees, Direct Costs will be calculated on the basis of the computed hourly wage for such employee plus all statutory burdens and benefits.
Dispute	means a dispute or difference that arises in respect of any fact, matter or thing arising out of, or in any way in connection with this Agreement (including the existence of this Agreement).
Emergency	means an event or situation that may: <ul style="list-style-type: none"> (a) result in personal injury, illness or death to a person or material or substantial damage to property or the environment; or <ul style="list-style-type: none"> jeopardise the operational integrity and safe operation of the P&W Infrastructure or the IP Infrastructure.
Financial Default	means, in respect of a Party: <ul style="list-style-type: none"> (a) any default in the due and punctual payment of any sum due to the other Party under this Agreement; (b) the occurrence of an Insolvency Event in respect of that Party; or (c) any failure of that Party to comply with its obligations under clause 14 to provide Security.
Force Majeure	means an event or circumstance beyond the reasonable control of the Party claiming force majeure relief (Affected Party) which: <ul style="list-style-type: none"> (a) was not caused by an act or omission (including a breach of this Agreement or a failure to observe Good Industry Practice) of the Affected Party or any of its Personnel; (b) was beyond the reasonable control of the Affected Party and its Personnel; and (c) could not have been avoided, prevented or overcome by the Affected Party or any of its Personnel taking reasonable precautions or steps, <p>including the following, provided they meet the above qualifications:</p> <ul style="list-style-type: none"> (d) war, invasion, act of foreign enemies, act of terrorism, rebellion, revolution, insurrection, martial law, military or usurped power, civil war, riot, hostilities, commotion or disorder, industrial activity or action (whether declared or not); (e) munitions of war, explosive materials, ionising radiation or contamination by radioactivity, use of such munitions, explosives, radiation or radioactivity;

- (f) act of God, including bushfire, cyclone, earthquake, fire, flood, hurricane, lightning, tsunami, typhoon or volcanic activity;
- (g) disease, plague, epidemic or pandemic;
- (h) action or inaction by, or order, judgment, ruling, decision, import or export prohibition or control, or enforcement action of any Government Authority (including delay, denial, refusal or failure to grant any Authorisation) or failure of a Government Authority to comply with any Law;
- (i) industrial action;
- (j) failure to obtain any necessary Authorisation;
- (k) failure or freezing of pipelines;
- (l) event of force majeure declared in respect of any agreements with Other Pipeline Users; and
- (m) failure, breakdown, interruption and/or curtailment of or by the Other Pipeline Users,

but does not include:

- (n) financial hardship or lack of, or inability to use, money or available funds for any reason; or
- (o) strikes, lockouts, industrial and/or labour disputes, work bans, blockades or picketing affecting only the Affected Party.

Gas Specification means the specifications set out in Schedule 7 or as notified by Power and Water in accordance with clause 12.1(c).

Good Industry Practice means:

- (a) the exercise of that degree of skill, diligence, prudence and foresight consistent with the safe operation of infrastructure that would reasonably be expected from:
 - (i) in the case of Power and Water, a reputable and prudent pipeline owner and operator performing the P&W Works and providing the Connection Services, or similar works and services; and
 - (ii) in the case of the Interconnecting Party, a reputable and prudent owner and operator of the IP Infrastructure or infrastructure similar to the IP Infrastructure,

in Australia; and
- (b) complying with this Agreement and applicable Laws and Authorisations.

Government Authority means:

- (a) any government, governmental or semi-governmental or judicial entity, any body politic, any ministry, department, commission, tribunal, agency, inspectorate, official, public or statutory person or other statutory, administrative, supervisory or regulatory entity, domestic or foreign, federal, territory, state or local; and
- (b) without limiting or being limited by paragraph (a), includes the Australian Energy Regulator, the Australian Energy Market Operator, and their successor or replacement entities and any other entities established under legislation from time to time with the authority to regulate, operate or administer the operations of gas pipelines or gas markets.

Government Owned Corporation has the meaning given to that term in the *Government Owned Corporations Act 2001* (NT) and includes any “Subsidiary” (as that term is defined in the *Government Owned Corporations Act 2001* (NT)) of that Government Owned Corporation.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insolvency Event means any of the following events:

- (a) the Interconnecting Party informs Power and Water in writing, or creditors generally, that the Interconnecting Party is insolvent or is financially unable to proceed with this Agreement;
- (b) a writ of execution, instalment order, garnishee order, mareva injunction or similar order or process is made, levied or issued against the Interconnecting Party or in relation to any assets of the Interconnecting Party; or
- (c) in the case of a corporation:
 - (i) an application is made to a court for an order or an order is made that the corporation be wound up;
 - (ii) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of that corporation or one of them is appointed, whether or not under an order;
 - (iii) a meeting is convened or a resolution is passed to appoint an administrator in respect of that corporation;
 - (iv) except to reconstruct or amalgamate while solvent, the corporation enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration or arrangement involving any of them;

- (v) the corporation proposes or enters into a deed of company arrangement with or for the benefit of all or any class of its creditors;
- (vi) a resolution is passed to wind up or dissolve that corporation;
- (vii) the corporation is dissolved;
- (viii) the corporation is or becomes or states that it is insolvent or any of the events mentioned in subsection 459C(2) (a) to (f) inclusive of Part 5.4 of the Corporations Act occurs in respect of the corporation;
- (ix) the appointment of an administrator in respect of the corporation or a receiver or manager or receiver and manager of the whole or part of the assets and undertaking of the corporation;
- (x) as a result of the operation of Part 5.4 of the Corporations Act the corporation is taken to have failed to comply with a statutory demand;
- (xi) the corporation is, or makes a statement from which it may be reasonably deduced that the corporation is the subject of an event described in s459C(2)(b) or s585 of the Corporations Act; or
- (xii) anything analogous or having a substantially similar effect to any of the events specified in subparagraphs (i) to (xi) (inclusive) above has occurred under the Law of any applicable jurisdiction or Power and Water reasonably believes any of the above has or will occur in the next 6 months.

Intellectual Property Rights	means all intellectual property rights of whatever nature throughout the world including all rights conferred under statute, common law or equity whether existing now or at any time in the future, including rights in all copyright, patents, trademarks, business names, trade names, domain names, design, confidential information, trade secrets and know-how, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right.
Interconnecting Party Affiliate	means, in respect of the Interconnecting Party, any company or other entity that directly or indirectly Controls, or is Controlled by, or is under common Control with, the Interconnecting Party.
Interconnecting Party Design	means the design for the IP Works and, to the extent that the IP Works Scope and Specifications require any part of the design of the IP Facility to be provided to Power and Water, the design of those parts of the IP Facility.
Interest Rate	has the meaning specified in Item 12 of Schedule 1.

IP Facility	means the plant and equipment owned, operated and/or controlled by the Interconnecting Party upstream of the IP Works.
IP Infrastructure	means the IP Works and the IP Facility.
IP Land	has the meaning given in clause 6.4(d).
IP Works	means the works described in Schedule 3.
IP Works Scope and Specification	means the scope and specification for the IP Works and any scope and specification for the IP Facility set out in Schedule 3.
Law	includes: <ul style="list-style-type: none"> (a) the common law and the law of equity; (b) any statute, regulation, order, rule, subordinate legislation, legislative instrument, code, ordinance, local law, by-law, customs import or export prohibition or control, or other document enforceable under any of those, and having effect in the Northern Territory or the Commonwealth of Australia from time to time; and (c) any applicable industry code, policy or standard, direction, policy, rule or order that is given in writing by a regulator or other authority, whether or not enforceable by law.
Loss	includes claims, actions, proceedings, losses, damages, liabilities and costs (including legal costs or expenses).
Minimum Insurer Requirements	has the meaning given in Item 13 of Schedule 1.
Non-Compliant Gas	has the meaning given in clause 12.5.
Non-Defaulting Party	has the meaning given in clause 16.1(a).
Non-Financial Default	means a Default which is not a Financial Default.
NTG	means any of the following: <ul style="list-style-type: none"> (a) Northern Territory of Australia (ABN 84 085 734 992) as established under the <i>Northern Territory (Self-Government) Act 1978</i> (Cth); (b) any body established by the Administrator or a Minister of the Northern Territory of Australia, including a department or unit of a department or other authority or body nominated as an “Agency” from time to time in an Administrative Arrangements Order; (c) any incorporated or unincorporated body or organisation over which the Northern Territory of Australia exercises

control, whether or not an instrumentality of the Northern Territory of Australia; and

(d) any Government Owned Corporation.

Other Pipeline User	means any other party to an agreement that provides for any entitlement to access to, or capacity in, the Pipeline.
Party or Parties	means a party to this Agreement.
Personal Information	has the meaning given to that term in the <i>Privacy Act 1988</i> (Cth), the <i>Information Act 2002</i> (NT) and any applicable analogous legislation in any jurisdiction from time to time.
Personnel	includes, in relation to a Party: (a) any employee, officer, director, agent, contractor or subcontractor of that Party; (b) any Interconnecting Party Affiliates and any employee, officer, director, agent, contractor or subcontractor of the Interconnecting Party Affiliates; and (c) any other person under that Party's direction or control.
Pipeline	means the natural gas transmission pipeline the subject of pipeline licence number [insert], issued under the <i>Energy Pipelines Act 1981</i> (NT).
PPS Act	means the <i>Personal Property Securities Act 2009</i> (Cth).
Prescribed Appointer	means the President of the Law Society of the Northern Territory.
Power and Water Allowance	means the allowance specified in Item 10 of Schedule 1 to remunerate Power and Water for management, supervision and overhead costs.
Power and Water Authorisation	means each Authorisation specified in Schedule 2 as being required to be obtained or maintained by Power and Water.
Power and Water Data	means all data and information relating to Power and Water, Power and Water's operations, facilities, customers, clients, constituents, Personnel, assets and programs (including Personal Information) in whatever form that information may exist and whether entered into, stored in, generated by or processed through Power and Water's computing and communications infrastructure by or on behalf of Power and Water and includes any other data and information provided to, collected or recorded by Power and Water.
Power and Water Supplied Information	means any information (whether written or otherwise) supplied or made available to the Interconnecting Party by or on behalf of

Power and Water before, on or after the Commencement Date of this Agreement in connection with the P&W Infrastructure, the Site or anything in connection with this Agreement.

P&W Infrastructure	means: (a) the Pipeline; (b) the P&W Works; and (c) related appurtenances.
P&W Works	means all the works described in Schedule 2.
P&W Works Scope and Specification	means the scope and specification for the P&W Works to be performed by Power and Water under this Agreement, as set out in Schedule 2.
Related Body Corporate	has the meaning given to that term in the Corporations Act.
Relevant Personal Property	has the meaning given in clause 25(b).
Schedule	means a Schedule to this Agreement.
Security	has the meaning given in clause 14.1(a).
Security Amount	has the meaning given in clause in clause 14.1(a).
Senior Executives	means representatives nominated by the Parties for the purposes of clause 28.3.
Site	means the site described in Item 7 of Schedule 1, and set out at Schedule 4, and includes other lands and places made available by Power and Water to the Interconnecting Party for the purpose of this Agreement.
Stamp Duty	means duty imposed under the <i>Stamp Duty Act 1978</i> (NT) and any other similar legislation of a state or territory of Australia.
Target IP Works Completion Date	means the date specified in Item 9 of Schedule 1.
Target P&W Works Completion Date	means the date specified in Item 8 of Schedule 1, as may be extended in accordance with this Agreement.
Tax	means taxes, duties, fees, rates, charges and imposts of all kinds assessed, levied or imposed by the Commonwealth, a state or any other government, regional, municipal or local authority (Australian or overseas) and includes capital gains tax, fringe benefits tax, income tax, prescribed payments tax, superannuation guarantee charge, PAYG withholding, undistributed profits tax, payroll tax,

GST, group tax, land tax, import duty, excise, Stamp Duty, franking deficit tax, share capital untainting tax, municipal and water rates, withholdings of any nature whatever imposed by a Government Authority, interest on tax payments and additional payments by way of penalty.

Term	has the meaning given in clause 3.
Wilful Misconduct	means any deliberate breach of the Agreement or intentional act or omission that was intended to cause, or was in reckless disregard of or indifference to, the harmful consequences, excluding an innocent act, omission, mistake or error of judgment.
Witness Point	has the meaning given in clause 6.6.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) references to:
 - (i) a Party includes the Party's successors and permitted assigns;
 - (ii) any thing includes part of that thing;
 - (iii) persons include natural persons, companies, associations, firms, authorities, Government Authorities, partnerships, joint ventures, corporations and other bodies corporate;
 - (iv) gender includes all other genders;
 - (v) a document includes the document as changed or replaced from time to time;
 - (vi) currencies mean Australian currencies;
 - (vii) a reference to time is to Central Standard Time;
 - (viii) a Party, where the Party is more than one person, means all of them together and each of them separately;
 - (ix) a clause or Schedule or recital refers to a clause or Schedule or recital in this Agreement;
 - (x) statute, regulation, code or standard includes a reference to it as amended, consolidated or replaced from time to time;
 - (xi) an agreement other than this Agreement includes any legally enforceable arrangement, understanding, undertaking or representation whether or not in writing; and
 - (xii) a day refers to the period commencing at midnight and ending 24 hours later.
- (b) Interpretation must not be affected by the fact that one Party put forward any part of this Agreement.
- (c) The singular includes the plural and the other way around.

- (d) Headings are for convenience of reference only and do not affect the meaning of this Agreement.
- (e) If a word or phrase is defined, any variation of that word or phrase has the same meaning to the extent possible.
- (f) A reference to 'a Party' or 'Parties' is a reference to a Party or the Parties to this Agreement.
- (g) A reference to 'indemnify' means that the person giving the indemnity will indemnify and keep indemnified the person given the indemnity against any Loss, damage, Claims, actions, demands, costs or expenses suffered or sustained because of the event indemnified against. This means that if the person indemnified suffers any Loss or must pay any money (whether or not it is actually paid) because of an indemnified event the Party giving that indemnity must pay the amount of Loss or the amount of liability to the indemnified Party. If it does not, the indemnified Party can recover the amount as a debt due.
- (h) A debt due becomes due and payable at the time specified in this Agreement, or if no time is specified, it is payable on request.
- (i) Without limiting any express provisions of this Agreement to the contrary, if anything to be done under this Agreement falls on a day which is not a Business Day, then it must be done on the next Business Day.
- (j) Where examples of a general term are given (whether or not using words such as 'includes' or 'including'), the use of the examples is without limitation to the general term and otherwise 'includes' or 'including' means includes or including without limitation.
- (k) Where a plan or drawing is referred to, it is a reference to the plan or drawing in its proper scale and its most recent version.

1.3 Terminology

Terminology used to describe units must, unless otherwise agreed, be in accordance with:

- (a) Australian Standard AS ISO1000 - 1998 The International System of Units (SI System) and Its Application;
- (b) the *National Measurement Act 1960* (Cth);
- (c) Australian Standard AS/NZS 1376-1996 Conversion Factors; and
- (d) 'Metric Units and Conversion Factors for Use in the Australian Gas Industry', published by the Australian Gas Association.

1.4 Rounding

In this Agreement:

- (a) rates or tariffs for the purposes of calculating the Charges are rounded to 4 decimal places; and
- (b) all amounts for the purposes of invoicing are rounded to 2 decimal places.

1.5 Hierarchy

In the event of any conflict or inconsistency between the terms and conditions of this Agreement:

- (a) where the inconsistency, ambiguity or discrepancy relates to the quality or standard required by this Agreement, the higher quality or standard applies; and
- (b) otherwise, the terms and conditions or documents listed earlier below prevail to the extent of such conflict or inconsistency, and the provisions or documents listed later below are to be read down or if necessary severed to the extent necessary to resolve the conflict or inconsistency:
 - (i) the Agreement Details;
 - (ii) the terms and conditions of this document in clauses 1 to 29 (inclusive);
 - (iii) the schedules, annexures, appendices or other documents (if any) attached to or referred to in this Agreement.

2. CONDITIONS PRECEDENT

2.1 Conditions

The provisions of this Agreement, other than this clause 2 and clauses 1, [18, 19, 20, 21, 22, 23, 25, 26, 27, 28 and 29] do not become binding unless and until each Condition Precedent is satisfied, or waived under clause 2.2, on or before the CP Deadline.

2.2 Waiver of conditions

- (a) Each Condition Precedent is for the benefit of the Party or Parties specified in Item 17 of Schedule 1.
- (b) If a Condition Precedent has been included for the benefit of one Party only, only that Party may, in its sole and absolute discretion, rely on or waive the breach or non fulfilment of the Condition Precedent (except that a Party must not waive a Condition Precedent if it would result in a breach of Law).
- (c) If a Condition Precedent has been included for the benefit of more than one Party, the breach or non fulfilment of the Condition Precedent may be waived only by the consent of all those Parties.
- (d) The breach or non fulfilment of a Condition Precedent may only be waived in writing.

2.3 Obligation to satisfy conditions

The Parties must:

- (a) use their respective reasonable endeavours (other than waiver) to ensure that each Condition Precedent is satisfied within the time limit specified for that Condition Precedent;
- (b) promptly give the other Party all information reasonably requested by that Party in connection with any application required to satisfy a Condition Precedent;
- (c) keep each other informed of any circumstances which may result in any Condition Precedent not being satisfied in accordance with its terms; and
- (d) promptly advise the other Party of the satisfaction of a Condition Precedent.

2.4 Result of non-satisfaction of conditions

- (a) If all of the Conditions Precedent are not satisfied or waived under clause 2.2 on or before the CP Deadline, then any Party may before satisfaction or waiver of those Conditions Precedent, terminate this Agreement by giving written notice to the other.

- (b) If this Agreement is terminated in accordance with clause 2.4(a), then all rights and obligations under this Agreement other than:
- (i) this clause 2 and clauses 1, [18, 19, 20, 21, 22, 23, 25, 26, 27, 28 and 29];
 - (ii) any clause which is expressed to survive termination of this Agreement; and
 - (iii) rights that accrue before the date on which the notice is given,
- terminate on the day of the notice, and are of no force and effect.

3. TERM

Subject to clause 2, this Agreement shall come into force and effect from the Commencement Date and shall continue until terminated in accordance with its terms (**Term**).

4. CONNECTION

- (a) Subject to the terms of this Agreement:
- (i) the Interconnecting Party agrees to design, construct, install, test and commission the IP Works and IP Facility in accordance with this Agreement at the Interconnecting Party's sole risk and expense;
 - (ii) Power and Water agrees to construct the P&W Works in accordance with this Agreement; and
 - (iii) Power and Water agrees to the IP Infrastructure being connected to the P&W Infrastructure in accordance with this Agreement and remaining connected to the Pipeline during the Connection Period.
- (b) Notwithstanding any other provision of this Agreement, the Interconnecting Party acknowledges and agrees that this Agreement does not entitle the Interconnecting Party to any capacity in the Pipeline or gas transportation services on the Pipeline. In the event of any inconsistency between this clause 4(b) and any another provision of this Agreement, clause 4(b) prevails to the extent of the inconsistency.

5. CONSTRUCTION OF P&W WORKS

5.1 General Obligations

- (a) Subject to clause 5.1(b), Power and Water will use reasonable endeavours to undertake the P&W Works in accordance with:
- (i) the Connection Specifications;
 - (ii) the P&W Works Scope and Specification;
 - (iii) this Agreement;
 - (iv) Good Industry Practice; and
 - (v) all applicable Laws and Authorisations,
- so that the P&W Works will be capable of being operated in accordance with the terms of this Agreement during the Connection Period.
- (b) Notwithstanding any other provisions of this Agreement, Power and Water is not obliged to perform any of the P&W Works unless the Interconnecting Party has:
- (i) [insert - subject to agreement]; and

- (ii) provided Power and Water with, and complies with all of its obligations regarding, any Security required by Power and Water under this Agreement.

5.2 Power and Water Authorisations

Power and Water shall be responsible for applying for and maintaining any Power and Water Authorisations required for the P&W Works.

5.3 Design

- (a) Power and Water shall carry out a detailed design of the P&W Works at the Interconnecting Party's cost, in accordance with the P&W Works Scope and Specification.
- (b) The Interconnecting Party represents and warrants to Power and Water that the P&W Works Scope and Specification meet its requirements for the performance of the P&W Works.

5.4 Timing for P&W Works

Power and Water will use reasonable endeavours to progress the P&W Works so that completion and commissioning the P&W Works remains reasonably capable of being achieved by the latest of:

- (a) the Target P&W Works Completion Date;
- (b) the Target IP Works Completion Date;
- (c) the date on which the IP Works are, or have progressed to such stage that the IP Works are capable of being, completed and commissioned in accordance with this Agreement;
- (d) the date on which the IP Infrastructure is completed and commissioned; and
- (e) any later date agreed between the Parties,

provided that the completion and commissioning of the P&W Works is not delayed by a Delay Event.

5.5 Delay to P&W Works

If Power and Water may be, or has been, delayed in undertaking the P&W Works by a Delay Event, then:

- (a) Power and Water will use reasonable endeavours to mitigate the consequences of that delay;
- (b) Power and Water may give written notice to the Interconnecting Party setting out:
 - (i) the cause of the delay, to the extent known at the time of giving the notice;
 - (ii) the impact of the delay on completing the P&W Works by the Target P&W Works Completion Date; and
 - (iii) the period of delay (in days) caused by the Delay Event, in Power and Water's reasonable opinion; and
- (c) the Target P&W Works Completion Date will be extended by any period notified under clause 5.5(b)(iii).

5.6 Suspension

- (a) Power and Water may immediately suspend the performance of the P&W Works in accordance with clause 16.2.

- (b) The right to suspend under clause 5.6(a) continues until [3 Business Days] after the relevant Default is cured by the Interconnecting Party.
- (c) Where Power and Water suspends the performance of its obligations in accordance with this clause 5.6:
 - (i) the Interconnecting Party is liable to pay to Power and Water any costs reasonably incurred by Power and Water as a result of the suspension; and
 - (ii) Power and Water:
 - (A) is not liable for any Loss or Claim suffered by the Interconnecting Party or by any person claiming through the Interconnecting Party; and
 - (B) retains its rights under the Agreement, including any right to terminate the Agreement.

5.7 Assistance of Interconnecting Party

The Interconnecting Party must provide such assistance for the commissioning and completion of the P&W Works as Power and Water may require, including (at the Interconnecting Party's cost) by supplying Power and Water with any gas that it requires for commissioning the P&W Works.

6. CONSTRUCTION OF IP INFRASTRUCTURE

[NOTE: THIS CLAUSE 6 IS SUBJECT TO POWER AND WATER REQUIRING A LEVEL OF OVERSIGHT AND CONTROL WITH RESPECT TO THE CONSTRUCTION, COMMISSIONING, ETC OF BOTH THE IP WORKS AND THE IP FACILITY, AND IS SUBJECT TO AMENDMENT AT POWER AND WATER'S ELECTION.]

6.1 General Obligations

The Interconnecting Party must design, construct, install, complete, test and commission the IP Works and the IP Facility in accordance with:

- (a) the Connection Specifications;
- (b) the IP Works Scope and Specifications;
- (c) this Agreement;
- (d) Good Industry Practice;
- (e) all applicable Laws and Authorisations; and
- (f) any reasonable technical, safety and reliability requirements of Power and Water (as notified to the Interconnecting Party by Power and Water),

so that the IP Facility and the IP Works will be capable of being operated in accordance with the terms of this Agreement during the Connection Period.

6.2 Authorisations

- (a) The Interconnecting Party must apply for and maintain all Authorisations (except Power and Water Authorisations), give all notices and pay all fees necessary to construct, install, test, commission, operate and maintain the IP Works and the IP Facility.
- (b) The Interconnecting Party must promptly give Power and Water copies of all Authorisations obtained (and any changes to such Authorisations) under clause 6.2(a).

6.3 Design

- (a) The Interconnecting Party must ensure the Interconnecting Party Design:
 - (i) is fully and professionally completed without error, omission or defects;
 - (ii) complies with:
 - (A) the Connection Specifications;
 - (B) the IP Works Scope and Specifications;
 - (C) this Agreement;
 - (D) Good Industry Practice;
 - (E) all applicable Laws and Authorisations; and
 - (F) any reasonable technical, safety and reliability requirements of Power and Water (as notified by Power and Water to the Interconnecting Party);
 - (iii) is fit for construction;
 - (iv) is fit for all purposes for which it might reasonably be used; and
 - (v) is fit for any purposes made known to the Interconnecting Party prior to the date of this Agreement or reasonably inferred from the information provided.
- (b) The Interconnecting Party must provide its proposed Interconnecting Party Design to Power and Water within [10] days of the execution of this Agreement.
- (c) Power and Water may request such modifications to the Interconnecting Party Design as it considers necessary to:
 - (i) comply with Power and Water's reasonable technical, safety and reliability requirements; or
 - (ii) enable the IP Infrastructure to be connected to the Pipeline in accordance with the IP Works Scope and Specifications, this Agreement, Good Industry Practice and applicable Laws and Authorisations.

6.4 Site Access

- (a) Power and Water has the right to occupy the Site.
- (b) Power and Water grants to the Interconnecting Party and its Personnel, a non-exclusive and non-assignable license to enter the Site during the Term, for the purposes of allowing the Interconnecting Party to perform its obligations under this Agreement, provided that the Interconnecting Party must, and must procure that its Personnel, comply with any site access requirements notified by Power and Water to the Interconnecting Party from time to time.
- (c) Subject to this clause 6.4, nothing in this Agreement confers on the Interconnecting Party any rights as a tenant of Power and Water, or creates the relationship of landlord and tenant between Power and Water and the Interconnecting Party or the owner of the Site.
- (d) The Interconnecting Party is responsible for (at its sole risk and expense) procuring access to any land adjacent to the Site, including any access roads and tracks, adjacent to the Site (**IP Land**) required for performing the IP Works and owning and operating the IP Infrastructure as contemplated under this Agreement.
- (e) The Interconnecting Party grants to Power and Water and its Personnel the right to:

- (i) access the IP Land to the extent necessary for Power and Water to exercise its rights and perform its obligations under this Agreement; and
 - (ii) store on the IP Land, any plant, equipment or material that Power and Water considers necessary for the construction of the P&W Works, as notified by Power and Water to the Interconnecting Party.
- (f) If requested by Power and Water, the Interconnecting Party must:
- (i) grant an easement in favour of Power and Water in respect of and for access to any P&W Works located on the IP Land to enable Power and Water to construct, repair, upgrade, operate, maintain and decommission such P&W Works; and
 - (ii) grant to Power and Water and its Personnel for the duration of the Connection Period, any ongoing access rights to the IP Land that Power and Water (acting reasonably) determines are necessary for the performance of its obligations and exercise of its rights under this Agreement,

and the Interconnecting Party must provide such consents and enter into such agreements required by Power and Water for the purposes of obtaining such easement and ongoing access rights.

6.5 Construction

- (a) The Interconnecting Party must not commence construction of the IP Infrastructure unless and until:
- (i) it has provided Power and Water with a draft construction schedule for construction of the IP Infrastructure;
 - (ii) it has provided Power and Water with a copy of any designs, construction plans or other documentation which is required under the IP Works Scope and Specifications to be provided to Power and Water prior to the commencement of construction of the IP Infrastructure;
 - (iii) it has provided Power and Water with any other documentation or information that Power and Water may reasonably require, as notified by Power and Water to the Interconnecting Party;
 - (iv) it has obtained any insurances required to be obtained by the Interconnecting Party under clause 15 and provided evidence of the same to Power and Water; and
 - (v) Power and Water has approved the draft construction schedule, construction plans or other documentation provided under this clause 6.4 (such approval not to be unreasonably withheld or delayed).
- (b) The Interconnecting Party must suspend the construction, installation, testing, commissioning or completion of the IP Infrastructure for any period of time reasonably directed by Power and Water, if:
- (i) Power and Water reasonably believes that the Interconnecting Party or its Personnel:
 - (A) has endangered or will endanger the P&W Works, the Pipeline or any person or property; or
 - (B) are failing to comply with any technical, safety and reliability requirements in this Agreement; or
 - (ii) the Interconnecting Party has failed to maintain any insurances required to be maintained by the Interconnecting Party under clause 15,

and the Interconnecting Party is not entitled to make any Claim against Power and Water in relation to such suspension.

6.6 Inspection and witnessing by Power and Water

- (a) The Interconnecting Party must permit Power and Water to attend and witness any aspect of the construction, installation, completion testing or commissioning of the IP Infrastructure that:
 - (i) the IP Works Scope and Specifications state that Power and Water must be invited to attend and witness; or
 - (ii) Power and Water notifies the Interconnecting Party in writing that Power and Water wishes to witness,(Witness Points).
- (b) The Interconnecting Party must give Power and Water not less than [7] days prior notice that a Witness Point will occur (or such other prior notice as may be specified in the IP Works Scope and Specifications).

6.7 Connection and commissioning of IP Infrastructure

- (a) The Interconnecting Party must not connect the IP Infrastructure to the Pipeline unless and until:
 - (i) it has provided Power and Water with a copy of any documentation which is required by the IP Works Scope and Specifications to be provided to Power and Water prior to such connection occurring;
 - (ii) it has provided Power and Water with any other documentation or information that Power and Water may reasonably require prior to such connection occurring, as notified by Power and Water to the Interconnecting Party;
 - (iii) Power and Water has approved any documents provided to it under clause 6.7(a)(i) and 6.7(a)(ii) (such approval not to be unreasonably withheld or delayed);
 - (iv) Power and Water is satisfied that any modifications to the Interconnecting Party Design requested by Power and Water pursuant to clause 6.3(c) have been addressed to Power and Water's satisfaction and that the IP Works and IP Facility have been constructed in accordance with the Interconnecting Party Design (as so modified); and
 - (v) Power and Water notifies the Interconnecting Party in writing that any relevant P&W Works that are necessary for such connection to occur have been completed.
- (b) The Interconnecting Party must not proceed with commissioning of the IP Infrastructure unless and until:
 - (i) it has provided Power and Water with a copy of the draft commissioning plans for the IP Infrastructure and any other documentation which is required under the IP Works Scope and Specifications to be provided to Power and Water prior to the commencement of commissioning;
 - (ii) it has provided Power and Water with any other documentation or information that Power and Water may reasonably require prior to the commencement of commissioning;

- (iii) Power and Water has approved any documents provided to it under clause 6.7(b)(i) and 6.7(b)(ii) (such approval not to be unreasonably withheld or delayed); and
- (iv) Power and Water notifies the Interconnecting Party that any relevant P&W Works that are necessary for such commissioning have been completed.

6.8 Completion of IP Infrastructure

Following commissioning of the IP Infrastructure, the Interconnecting Party must not operate the IP Infrastructure so as to inject gas into the Pipeline at the Connection Point unless and until:

- (a) it has provided Power and Water with a copy of any documentation which is required under the IP Works Scope and Specifications to be provided to Power and Water prior to the commencement of the Connection Period;
- (b) it has provided Power and Water with any other documentation or information that Power and Water may reasonably require prior to the commencement of the Connection Period, as notified by Power and Water to the Interconnecting Party;
- (c) Power and Water has approved any documents provided to it under clause 6.8(a) and 6.8(b) (such approval not to be unreasonably withheld or delayed);
- (d) Power and Water notifies the Interconnecting Party that the Connection Period has commenced.

6.9 Modifications after review

The Interconnecting Party must re-comply with the relevant provisions of clauses 6.3, 6.5, 6.6, 6.7 and 6.8 if it proposes to make any material variation to any aspect of the design, construction, installation, testing commissioning or completion of the IP Infrastructure which has previously been submitted for Power and Water's review, comment or approval under such clause.

6.10 Timing of IP Infrastructure

- (a) The Interconnecting Party must complete the IP Infrastructure in accordance with the construction schedule approved by Power and Water under clause 6.5(a)(v) (**Approved Construction Schedule**) and (to the extent not already provided by the Approved Construction Schedule) by no later than the Target IP Works Completion Date.
- (b) The Interconnecting Party must, as soon as reasonably practicable and, in any event, by no later than **[5 Business Days]** after becoming aware:
 - (i) notify Power and Water of any departures from the Approved Construction Schedule or any delay (or anticipated delay) in achieving completion of the IP Works or the IP Facility; and
 - (ii) provide an updated construction schedule to Power and Water which accurately reflects the progress of the works for the IP Infrastructure and the revised expected completion date of the IP Infrastructure.

6.11 Interconnecting Party not relieved of responsibility

- (a) The Interconnecting Party acknowledges and agrees that:
 - (i) Power and Water is not bound to check the Interconnecting Party Design or other documentation provided by the Interconnecting Party to Power and Water for errors, omissions or compliance with any requirements, including the requirements of this Agreement;

- (ii) any review, comment or approval by Power and Water (or failure or delay by Power and Water to review, comment or approval) of any documentation provided by the Interconnecting Party to Power and Water, or any witnessing (or failure to witness) by Power and Water of any part of the construction, installation, testing or commissioning of the IP Infrastructure will not:
 - (A) limit or relieve the Interconnecting Party of any obligation or liability under this Agreement;
 - (B) limit any right of Power and Water under this Agreement; or
 - (C) constitute acceptance by Power and Water of the performance of the Interconnecting Party's obligation under this Agreement;
- (iii) Power and Water is not liable for, or in connection with, any Claim (and the Interconnecting Party is not entitled to make any Claim) arising out of or in connection with any of the matters referred to in this clause 6.11.

6.12 Power and Water Supplied Information

- (a) Any Power and Water Supplied Information has been or will be provided for the Interconnecting Party's convenience only.
- (b) The Interconnecting Party represents and warrants that:
 - (i) if it is relying on any Power and Water Supplied Information, it does so entirely at its own risk;
 - (ii) Power and Water has no liability whatsoever in connection with the Interconnecting Party's use or reliance on any Power and Water Supplied Information;
 - (iii) Power and Water is not liable to the Interconnecting Party in contract, tort, equity, under any law or otherwise in connection with Power and Water Supplied Information;
 - (iv) the Interconnecting Party must satisfy itself as to the accuracy, completeness and adequacy of any Power and Water Supplied Information;
 - (v) all Power and Water Supplied Information will remain the property of Power and Water and must be returned by the Interconnecting Party to Power and Water on request in writing; and
 - (vi) Power and Water Supplied Information will not, without the written approval of Power and Water, be used, copied or reproduced by the Interconnecting Party for any purpose other than performing its obligations under this Agreement.
- (c) The Interconnecting Party acknowledges that Power and Water has relied on the contents of this clause 6.12 in entering into this Agreement.

7. COOPERATION AND COORDINATION OF P&W WORKS AND IP WORKS

- (a) Power and Water and the Interconnecting Parties must use all reasonable endeavours to liaise with each other in relation to the construction, installation, testing, commissioning and completion of the P&W Works and the IP Infrastructure, including in relation to:
 - (i) the design and engineering of their respective works;
 - (ii) the interface of the IP Infrastructure and the P&W Works and Pipeline; and
 - (iii) coordination of relevant aspects of construction, testing and commissioning of their respective works.

- (b) Without limiting clause 7(a), the Interconnecting Party must attend any coordination meetings reasonably requested by Power and Water.

8. MODIFICATIONS TO IP INFRASTRUCTURE OR P&W WORKS

8.1 Modifications to IP Infrastructure

- (a) The Interconnecting Party must not make any modifications to the IP Infrastructure after the commencement of the Connection Period without the prior written consent of Power and Water, such consent not to be unreasonably withheld or delayed where the modifications are reasonably required to comply with any applicable Law or Authorisation. Any such modifications to the IP Infrastructure undertaken by the Interconnecting Party will be at the Interconnecting Party's sole risk and expense.
- (b) The Interconnecting Party must not make any modifications to the IP Facility during the Connection Period to the extent that such modifications would prevent the Interconnecting Party from complying with this Agreement.
- (c) Power and Water may require the Interconnecting Party to make modifications to the IP Infrastructure after the commencement of the Connection Period where Power and Water considers that the modifications are reasonably required:
 - (i) to comply with Good Industry Practice or any applicable Law or Authorisation;
 - (ii) to protect any person, property or the environment or the operational integrity or safe operation of the IP Infrastructure, P&W Infrastructure or the Site;
 - (iii) as a result of any other change occurring after completion of the IP Infrastructure;
 - (iv) to comply with Power and Water's reasonable technical, safety and reliability requirements, as notified by Power and Water to the Interconnecting Party;
 - (v) [subject to agreement - insert other events that will require a modification to the IP Infrastructure]; or
 - (vi) to otherwise comply with this Agreement.

Any such modifications to the IP Infrastructure undertaken by the Interconnecting Party will be at the Interconnecting Party's sole risk and expense.

8.2 Modifications to P&W Works or Pipeline

- (a) Power and Water may make any modifications to the P&W Works that Power and Water considers (in its sole and absolute discretion) are reasonably required, provided that Power and Water will use reasonable endeavours to comply with the requirements of clause 5.1(a) with respect to any modifications to the P&W Works.
- (b) All costs reasonably incurred by Power and Water in carrying out modifications to the P&W Works that are required:
 - (i) to comply with Good Industry Practice or any applicable Law or Authorisation; or
 - (ii) in accordance with Good Industry Practice:
 - (A) to protect any person, property or the environment or the operational integrity or safe operation of the IP Infrastructure, P&W Infrastructure or the Site; or
 - (B) as a result of any other change occurring after completion of the IP Works;
 - (iii) to comply with Power and Water's reasonable technical, safety and reliability requirements;

- (iv) due to an act or omission of, or a breach of this Agreement by, the Interconnecting Party or its Personnel; or
 - (v) to otherwise comply with this Agreement,
- must be borne by the Interconnecting Party, provided that other than when Power and Water reasonably determines that it is unable or impractical to do so:
- (vi) in the case of an Emergency; or
 - (vii) where the modifications are required to comply with any applicable Law or Authorisation,

Power and Water will notify the Interconnecting Party in writing of the proposed modifications, the reason for those modifications and their estimated costs.

- (c) Power and Water may also (in its sole and absolute discretion and at its own cost) make any modifications to the Pipeline or any other part of the P&W Infrastructure, provided that such modifications do not prevent Power and Water from providing the Connection Services in accordance with this Agreement.

9. P&W INFRASTRUCTURE AND IP INFRASTRUCTURE

9.1 Ownership

- (a) Nothing in this Agreement shall operate to transfer title to, or grant any interest in, any of the P&W Infrastructure to the Interconnecting Party.
- (b) Nothing in this Agreement shall operate to transfer title to, or grant any interest in, any of the IP Infrastructure to Power and Water.

9.2 P&W Infrastructure and IP Infrastructure

During the Connection Period subject to the terms of this Agreement:

- (a) Power and Water will be responsible for the P&W Infrastructure; and
- (b) the Interconnecting Party will be responsible for the IP Infrastructure,

and the Parties will be responsible for operating and maintaining their respective infrastructure as prudent operators of that infrastructure in accordance with:

- (c) this Agreement;
- (d) Good Industry Practice; and
- (e) all applicable Laws and Authorisations; and
- (f) Power and Water's reasonable technical, safety and reliability requirements (as notified by Power and Water to the Interconnecting Party).

9.3 Use of P&W Works

Power and Water may allow third parties to use the P&W Works, provided that such use does not interfere with Power and Water's ability to meet its obligations to the Interconnecting Party under this Agreement.

9.4 General obligations in respect of P&W Infrastructure

- (a) During the Connection Period, the Interconnecting Party agrees (and agrees to procure that its Affiliates and Personnel):
 - (i) do not interfere with or make any modifications to the P&W Infrastructure;

- (ii) do not do anything inconsistent with the Connection Specifications without Power and Water's prior written consent;
 - (iii) do not do anything in relation to the P&W Infrastructure that would adversely affect the P&W Infrastructure or cause or contribute to a breach by Power and Water of any applicable Law or Authorisation;
- (b) During the Connection Period Power and Water agrees to (and agrees to procure that its Personnel will):
 - (i) provide the Interconnecting Party with advance notice of any modifications to the P&W Works; and
 - (ii) ensure that the P&W Works comply with and are operated in accordance with:
 - (A) the Connection Specifications;
 - (B) Good Industry Practice;
 - (C) all applicable Laws and Authorisations; and
 - (D) any policies, procedures or plans agreed between the Parties from time to time.

9.5 General obligations in respect of IP Infrastructure

- (a) During the Connection Period, Power and Water agrees to (and agrees to procure that its Personnel will) not, unless otherwise agreed by the Parties, interfere with or make any modifications to the IP Infrastructure.
- (b) During the Connection Period, the Interconnecting Party agrees to (and agrees to procure that its Affiliates and Personnel will):
 - (i) not do anything in relation to the IP Infrastructure that would adversely affect the P&W Infrastructure or cause or contribute to a breach by Power and Water of any applicable Law or Authorisation;
 - (ii) not make any material modifications to the IP Infrastructure except as permitted under this Agreement;
 - (iii) permit Power and Water to inspect the IP Infrastructure whenever Power and Water reasonably requires from time to time; and
 - (iv) ensure that the IP Infrastructure is operated and maintained in accordance with:
 - (A) the Connection Specifications;
 - (B) this Agreement;
 - (C) Good Industry Practice;
 - (D) all applicable Laws and Authorisations;
 - (E) any policies, procedures or plans agreed between the Parties from time to time; and
 - (F) Power and Water's reasonable technical, safety and reliability requirements (as notified by Power and Water to the Interconnecting Party).

10. CONNECTION SERVICES

10.1 Connection Services

Power and Water will use reasonable endeavours to provide the Connection Services during the Connection Period, subject to the Interconnecting Party complying with its obligations under this Agreement.

10.2 Coordination and information

- (a) Prior to the commencement of the Connection Period, Power and Water and the Interconnecting Party will establish and maintain notification and communication protocols for managing and operating their respective infrastructure, including, without limitation:
- (i) access to metering data and other metering protocols;
 - (ii) notification of emergencies and any matter which may cause harm to any person, property or the environment or impact on the operational integrity or safe operation of the P&W Infrastructure, IP Infrastructure or the Site;
 - (iii) notification of any Non-Compliant Gas which could enter the Pipeline from the IP Infrastructure; and
 - (iv) notification of any curtailment or interruption to any services or any repairs or maintenance activities which may have any operational impact on the other Party or its infrastructure.
- (b) The Interconnecting Party must:
- (i) provide Power and Water with copies of any of its protocols or procedures which, if implemented, may directly impact on the operation of the P&W Infrastructure;
 - (ii) promptly after any request from Power and Water, provide any information that Power and Water (acting reasonably) requires to provide the Connection Services and operate or maintain the P&W Infrastructure, or otherwise as may reasonably be requested by Power and Water; and
 - (iii) meet at such times as Power and Water may reasonably require from time to time,
- in connection with the subject matter of this Agreement.
- (c) Subject to any confidentiality obligations owed to third parties, the Interconnecting Party must provide Power and Water with such information that Power and Water considers (in its sole and absolute discretion) is required to comply with its obligations under any applicable Law or Authorisation in relation to this Agreement. To the extent that the Interconnecting Party is bound by a duty of confidence to a third party with respect to any information that it would otherwise be required to provide to Power and Water under this clause 10.2(c), the Interconnecting Party must use its best endeavours to obtain all third party consents that are required to enable disclosure of that information to Power and Water.

10.3 Receipt and transportation of gas

Nothing in this Agreement obliges Power and Water to:

- (a) provide a service for the transportation of gas for; or
- (b) maintain the continuity of the delivery or receipt of gas to or at the Connection Point by, the Interconnecting Party or any other person.

11. CURTAILMENT OF CONNECTION SERVICES

11.1 Curtailment of Connection Services

- (a) Power and Water may curtail or interrupt the Connection Services in each of the following circumstances:
- (i) in accordance with clause 17;
 - (ii) in accordance with clause 16.2;
 - (iii) if Power and Water becomes aware that Non-Compliant Gas might enter the Pipeline from the IP Infrastructure;
 - (iv) to the extent that Power and Water considers necessary to:
 - (A) protect any person, property or the environment or the operational integrity or safe operation of the P&W Infrastructure, the IP Infrastructure, the Site or otherwise avoid or mitigate any Emergency (including to undertake works, repairs or maintenance necessary for such protection or to avoid or mitigate such Emergency);
 - (B) [subject to agreement - insert other grounds]; and/or
 - (C) comply with any applicable Laws or Authorisations or a direction given by any Government Authority;
 - (v) where Power and Water determines that it is necessary or desirable to permit maintenance, repairs, improvements or alternations to the P&W Infrastructure, provided that Power and Water must provide not less than [1 months] prior notice of a curtailment or interruption to conduct planned maintenance, repairs, improvements or alterations;
 - (vi) where such curtailment or interruption is permitted by any applicable Law or Authorisation or direction given by any Government Authority;
 - (vii) in any other circumstances that this Agreement permits the curtailment or interruption of the Connection Services;
 - (viii) upon the receipt of a written request from the Interconnecting Party to suspend the Connection Services; or
 - (ix) as otherwise agreed by the Parties.

11.2 Notification of curtailment or interruption

Power and Water must notify the Interconnecting Party of any curtailment or interruption to the Connection Services, if it is practicable to do so, prior to commencement of such curtailment or interruption to the Connection Services. If it is not practicable for Power and Water to give prior notice, then it shall notify the Interconnecting Party as soon as it is practicable to do so.

11.3 Giving effect to curtailment or interruption

If Power and Water gives the Interconnecting Party notice of a curtailment or interruption to the Connection Services under this Agreement, the Interconnecting Party must take all necessary action that Power and Water may reasonably require to give effect to such curtailment or interruption including, without limitation, limiting gas production at the IP Facility or closing any necessary shut off valve controlled by the Interconnecting Party.

11.4 Liability for curtailment or interruption

- (a) Any suspension of the Connection Services will not relieve the Interconnecting Party of any of its obligations under this Agreement, including, without limitation, any obligations to pay any Charges or other amounts to Power and Water.
- (b) The Interconnecting Party will have no Claim against Power and Water for any Loss (including Consequential Loss) suffered or incurred by the Interconnecting Party as a result of any curtailment of, or interruption to, the Connection Services in accordance with clause 11.1.

12. GAS QUALITY AND OTHER REQUIREMENTS

12.1 Gas Quality

- (a) The Interconnecting Party must ensure that any gas delivered to the Connection Point for injection into the Pipeline complies with the Gas Specification set out in Schedule 7 or such other specification as notified by Power and Water under clause 12.1(c) (as applicable).
- (b) The Interconnecting Party must notify Power and Water as soon as the Interconnecting Party becomes aware that gas which does not comply with the Gas Specification is being, or is likely to be, or has been delivered at the Connection Point. Such notice must include all information available to the Interconnecting Party in respect of such gas, including:
 - (i) the manner and degree to which the gas does not comply with the Gas Specification; and
 - (ii) the time by which the Interconnecting Party expects gas delivered to the Connection Point will comply with the Gas Specification,and must continue to provide updates to Power and Water until the Interconnecting Party is able to resume delivering gas to the Connection Point that meets the Gas Specification.
- (c) If, at any time after the date on which this Agreement is executed, Power and Water notifies the Interconnecting Party of any change to, or replacement of, the Gas Specification set out in Schedule 7, then, on and from the date specified in that notice, all references to the Gas Specification in this Agreement will be taken to be a reference to the Gas Specification notified by Power and Water as if it were set out in full under Schedule 7.

12.2 Gas Pressure

- (a) The Interconnecting Party must ensure that any gas delivered to the Connection Point is at a pressure that is within the range of pressures specified in the Connection Specifications, or such other pressure or range of pressures as have been or are:
 - (i) required by any applicable Law or Authorisation;
 - (ii) approved in writing by Power and Water; or
 - (iii) notified by Power and Water to the Interconnecting Party from time to time (including as a result of a change in operating pressure in respect of any downstream pipeline or facilities).
- (b) The Interconnecting Party acknowledges that the operating pressure of the Pipeline may change over time and that Power and Water shall not be liable to the Interconnecting Party for any inability of the Interconnecting Party to inject gas into the Pipeline at the Connection Point due to the prevailing operating pressure of the Pipeline, provided that

the Pipeline is operating within the range of pressures permitted (as applicable) under clause 12.2(a).

12.3 Gas Temperature

The Interconnecting Party must ensure that any gas delivered to the Connection Point is at a temperature that is within the range of temperatures specified in the Connection Specifications, or such other temperature or range of temperature as have been or are:

- (a) required by any applicable Law or Authorisation;
- (b) approved in writing by Power and Water; or
- (c) notified by Power and Water to the Interconnecting Party from time to time.

12.4 Gas Odourisation

The Interconnecting Party must ensure that any gas delivered to the Connection Point has been odourised in accordance with the requirements of the Connection Specifications and any applicable Law or Authorisation and, in any event, has an odour which is distinctive and unpleasant.

12.5 Indemnity for Non-Compliant Gas

The Interconnecting Party must indemnify Power and Water against all Loss and Claims which Power and Water might suffer or incur as a result of the delivery of gas to the Connection Point which does not meet the requirements of this clause 12 (**Non-Compliant Gas**). Such indemnity applies even if Power and Water is notified about, or is otherwise aware of, such gas and does not take steps to curtail or interrupt the provision of the Connection Services or otherwise prevent such gas from being received at the Connection Point or injected into the Pipeline. This indemnity will survive the termination or expiry of this Agreement.

12.6 Provision of information

The Interconnecting Party must provide Power and Water with any information, records and access to facilities that Power and Water may reasonably require in order to verify that gas delivered to the Connection Point complies with the requirements of this clause 12 and that reasonable precautions are in place to prevent gas which does not meet the requirements of this clause 12 from being delivered to the Connection Point.

13. CHARGES AND INVOICING

13.1 Charges

Subject to this Agreement, the Interconnecting Party must pay Power and Water:

- (a) on and following the Commencement Date:
 - (i) the Direct Costs incurred by Power and Water in performing any part of the P&W Works carried out prior to the Commencement Date (**Early P&W Works**), plus the Power and Water Allowance on those Direct Costs; and *[Note: subject to agreement - if no P&W Works have been or will be performed prior to the Commencement Date, all provisions relating to 'Early P&W Works' can be deleted.]*
 - (ii) in respect of each calendar month the Direct Costs incurred by Power and Water in performing the P&W Works during such calendar month, plus the Power and Water Allowance on those Direct Costs,

(Connection Works Charges);

- (b) in respect of each calendar month on and following the start of the Connection Period, the Direct Costs incurred by or on account of Power and Water in respect of the operation and maintenance of the P&W Works or otherwise providing the Connection Services during that calendar month, plus the Power and Water Allowance on those Direct Costs (**Connection Services Charge**); and
- (c) any other amounts which are payable by the Interconnecting Party to Power and Water under this Agreement.

13.2 Invoices

- (a) As soon as practicable following the date of execution of this Agreement by the Parties, Power and Water will render to the Interconnecting Party an invoice in accordance with clause 13.2(c) for the Connection Works Charges associated with the Early P&W Works.
- (b) On or after the [1st day] of each calendar month during the Term, Power and Water will render to the Interconnecting Party an invoice, in accordance with clause 13.2(c), for:
 - (i) the Connection Works Charges (if any) payable in respect of the preceding calendar month, plus, in respect of the first or second invoice issued during the Term, the Connection Works Charges payable for any Early P&W Works that have not already been invoiced to the Interconnecting Party under clause 13.2(a);
 - (ii) the Connection Services Charges (if any) payable in respect of the preceding calendar month; and
 - (iii) any other amounts payable by the Interconnecting Party to Power and Water under this Agreement.
- (c) Invoices shall be in the form of a valid tax invoice and shall include:
 - (i) a unique invoice number;
 - (ii) the calculation of the Connection Works Charges (if any) payable in respect of the invoice period (and, where applicable, the calculation of the Connection Works Charges associated with any Early P&W Works carried out prior to the commencement of the Term);
 - (iii) the calculation of the Connection Services Charges (if any) payable in respect of the preceding calendar month;
 - (iv) the GST payable; and
 - (v) the total amount owed on the invoice.

13.3 Provision of information

Power and Water will use reasonable endeavours to provide any supporting information, including any third party invoices, that Power and Water (acting reasonably) considers necessary to enable the Interconnecting Party to verify the amounts set out in any invoice issued pursuant to clause 13.2.

13.4 Payment

- (a) Subject to clause 13.5, the Interconnecting Party shall pay Power and Water the amount stated in the invoice within [30 days] after receipt of the invoice.
- (b) Payment must be made by the Interconnecting Party in immediately available funds on or before the due date by direct deposit or electronic funds transfer to a bank account designated by Power and Water by notice in writing to the Interconnecting Party.

- (c) When making payment pursuant to this clause 13.3, the Interconnecting Party shall identify the invoice numbers and the respective amounts to which the payment relates.

13.5 Disputed invoices

- (a) If the Interconnecting Party has a genuine dispute in respect of any amount invoiced under this Agreement, the Interconnecting Party must:
 - (i) within [10 Business Days] from the date it received the relevant invoice, notify Power and Water in writing and identify the relevant invoice, the amount in dispute and give full reasons for the dispute; and
 - (ii) make payment of the whole amount of the invoice (including the disputed portion).
- (b) The Parties shall meet to resolve a dispute referred to in clause 13.5(a). Any dispute which is not resolved by discussion between the Parties within [14 days] after the due date for payment shall be referred to an expert in accordance with clause 28.
- (c) After settlement of the dispute by agreement or pursuant to clause 28, the relevant Party must pay any amount agreed or determined to be due within [14 days] after such agreement or determination, plus interest at the Interest Rate, calculated from the original due date until the date of payment.

13.6 Other Amounts Payable

Any amount payable by one Party to the other under this Agreement which is not dealt with under this clause 13 and for which a time for payment is not specified by this Agreement, shall be:

- (a) invoiced by the Party to whom the amount is owing and that invoice shall be in the form of a valid tax invoice, and shall include:
 - (i) a unique invoice number;
 - (ii) the calculation of the amount payable;
 - (iii) the GST payable;
 - (iv) the total amount owed on the invoice; and
- (b) subject to clause 13.5, paid by the owing Party within [30 days] of receipt of the invoice.

13.7 Interest

- (a) The Parties will pay interest at the Interest Rate, calculated daily, on any:
 - (i) amount which has been invoiced but which is not paid by the Party within the time required by this Agreement (from the date on which the relevant amount was due for payment); and
 - (ii) damages or other liabilities of the Parties to each other (excluding any damages agreed between the Parties in writing) arising under this Agreement.
- (b) The entitlement to claim interest under this clause 13.7 (and the right to recover any outstanding sum) is a Party's sole entitlement, including for damages for loss of use of, or the cost of borrowing, money.

13.8 Right of set-off

Power and Water may deduct from any moneys otherwise due to the Interconnecting Party:

- (a) any debt or other moneys due from the Interconnecting Party; and

- (b) the amount of any Claim which Power and Water may have against the Interconnecting Party under or in connection with this Agreement, whether for damages or otherwise.

13.9 Adjustments

- (a) In the event that an error is discovered in the amount shown in any invoice issued under this clause 13, an adjustment to compensate for such error will, subject to clause 13.9(b), be effected on the next invoice issued under this clause 13.
- (b) No Party will be entitled to require rectification of errors discovered more than [24 months] after the relevant invoice was rendered.

14. SECURITY

14.1 Provision of Security

- (a) If required by Item 6 of Schedule 1, the Interconnecting Party must give Power and Water, within [10 Business Days] after the Commencement Date, security:
 - (i) in the form required by Item 6 of Schedule 1; and
 - (ii) in the amount required by Item 6 of Schedule 1 (**Security Amount**), (**Security**).
- (b) If Power and Water (acting reasonably) determines that a material adverse change has occurred:
 - (i) in respect of the Interconnecting Party, which may affect the Interconnecting Party's ability to meet its financial obligations under this Agreement; or
 - (ii) otherwise, in respect of any party who the Interconnecting Party has procured to provide a guarantee in favour of Power and Water,

then, within [10 Business Days] after receiving a written request from Power and Water, the Interconnecting Party must provide (in addition to any Security already provided under clause 14.1(a) or 14.3), additional security in the form and in the amount reasonably required by Power and Water.
- (c) For the purpose of this clause 14, the amount of any additional security which Power and Water requires from the Interconnecting Party under clause 14.1(b) shall be taken to be an increase in the Security Amount which the Interconnecting Party is required to maintain under this Agreement.

14.2 Recourse to Security

- (a) Power and Water may, from time to time and without prior notice to the Interconnecting Party, have recourse to any Security provided under this Agreement:
 - (i) to pay for any costs, expenses or damages which Power and Water claims it has incurred, or which it reasonably considers it might incur in the future as a consequence of any act or omission of the Interconnecting Party which Power and Water asserts constitutes a breach of this Agreement;
 - (ii) to recover any other amount owed by the Interconnecting Party to Power and Water which has not been paid by the Interconnecting Party when due;
 - (iii) if an Insolvency Event occurs with respect to the Interconnecting Party;
 - (iv) if the Security is not otherwise increased or replaced in accordance with clause 14.3; or

- (v) as otherwise provided for under the terms of the Security.
- (b) The Interconnecting Party will have no Claim against Power and Water for any Loss (including Consequential Loss) it suffers as a result of any use of, or recourse to, any Security by Power and Water under clause 14.2(a).

14.3 Replacement Security

- (a) This clause 14.3 applies if Security is provided by the Interconnecting Party in the form of a bank guarantee (or similar).
- (b) The Interconnecting Party must:
 - (i) within [10 Business Days] after a written request by Power and Water, if Power and Water has had recourse to any Security under clause 14.2(a), re-instate the amount of that Security to the full amount required to be available to Power and Water at that time, as specified in this Agreement; and
 - (ii) at least [20 Business Days] before any Security is due to expire, provide to Power and Water a replacement Security that meets the requirements of clause 14.1 and Power and Water will return the replaced Security to the Interconnecting Party, provided that the replaced Security has expired or the replacement Security is in full force and effect and meets the requirements of clause 14.1.
- (c) If the Interconnecting Party does not provide a replacement Security required by clause 14.3(b) within the applicable timeframe then, notwithstanding any other provisions of this Agreement and without limiting Power and Water's rights under this Agreement, Power and Water may have recourse to the existing Security, including to hold the proceeds as security until the Interconnecting Party has provided the replacement Security which complies with the requirements of clause 14.3(a).
- (d) The Interconnecting Party agrees that it will not take any steps (including commencing proceedings or taking any steps to injunct or otherwise restrain) to prevent:
 - (i) Power and Water from having recourse to any Security, including using any moneys received from having recourse to the Security; or
 - (ii) the issuer of any Security from exercising its rights or performing its obligations under the Security.
- (e) The Interconnecting Party will be liable for, and indemnifies Power and Water in relation to, any loss suffered or incurred by Power and Water arising out of or in connection with a breach by the Interconnecting Party of clause 14.3(c).

14.4 Return of Security

Subject to any entitlement of Power and Water to have recourse to all or part of the Security Amount under clause 14.2, Power and Water must return the Security to the Interconnecting Party within [20 Business Days] after the later of the date:

- (a) the Interconnecting Party has paid to Power and Water the full amount of the Connection Works Charges plus any other amounts payable to Power and Water under this Agreement; and
- (b) of expiry or termination of this Agreement (for any reason) in accordance with its terms.

15. INSURANCE

15.1 Insurance

Prior to the earlier of the commencement of the P&W Works or the IP Works, the Interconnecting Party must take out, and must maintain until [the end of the Term], each of the insurances required in Schedule 8, which must comply with:

- (a) the Minimum Insurer Requirements; and
- (b) the requirements set out in Schedule 8 concerning:
 - (i) the types of insurance;
 - (ii) the amounts of insurance; and
 - (iii) the periods of insurance.

15.2 Evidence of insurance

- (a) The Interconnecting Party must give to Power and Water copies of certificates of currency for the insurance policies required by this Agreement:
 - (i) prior to the commencement of the IP Works;
 - (ii) on each anniversary of the commencement of the Connection Period; and
 - (iii) as may otherwise be reasonably requested by Power and Water from time to time.
- (b) The Interconnecting Party must notify Power and Water immediately should any insurance become ineffective for any reason.
- (c) If the Interconnecting Party fails to effect or maintain the insurances required by this clause 15 Power and Water may, in its sole and absolute discretion and without notice to the Interconnecting Party, obtain and maintain the insurance policies (or any of them) and all costs and expenses incurred by Power and Water will be recoverable from the Interconnecting Party as a debt due to Power and Water.
- (d) The Interconnecting Party will not be relieved of any liability under this Agreement as a result of Power and Water obtaining or maintaining insurance in accordance with clause 15.2(c).

15.3 Insurance by subcontractors

The Interconnecting Party must ensure that its subcontractors, if any, have equivalent insurance to that which the Interconnecting Party is required to have under this clause 15.

15.4 Notice of claims or occurrences

- (a) As soon as practicable, the Interconnecting Party must inform Power and Water in writing of any occurrence that may give rise to an insurance claim under any insurance policy required by this Agreement.
- (b) The Interconnecting Party must give all information reasonably practicable as requested by Power and Water in respect of any such occurrence.
- (c) Without limiting any other provision of this Agreement, the Interconnecting Party must:
 - (i) notify Power and Water in writing prior to giving notice of cancellation of a policy to an insurer of insurance required by this Agreement; and
 - (ii) notify Power and Water immediately in writing if it receives any notice of cancellation resulting from the Interconnecting Party's failure to renew a policy or to pay a premium or any other notice materially affecting any insurance policy required by this Agreement.

15.5 Interconnecting Party must not prejudice insurance

The Interconnecting Party must, and must ensure that (where applicable) the Interconnecting's Party Affiliates and Personnel must:

- (a) not do anything which prejudices, or may prejudice, any insurance required by this Agreement;
- (b) if necessary, rectify anything which might prejudice any insurance required by this Agreement;
- (c) reinstate an insurance policy if it lapses;
- (d) not cancel, allow to lapse or vary in any manner that vitiates its scope, any insurance policy required by this Agreement;
- (e) immediately notify Power and Water of any event which may result in an insurance policy lapsing or being cancelled; and
- (f) give full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the insurance required by this Agreement.

16. DEFAULT AND TERMINATION

16.1 Default Notice

- (a) If a Party (**Defaulting Party**) commits a Default, the other Party (**Non-Defaulting Party**) may give the Defaulting Party a notice (**Default Notice**) stating particulars of the Default and that it is a Default Notice under this clause 16.1.
- (b) Upon receipt of a Default Notice, the Defaulting Party has:
 - (i) in the case of a Financial Default, [7 Business Days] to cure that Default;
 - (ii) in the case of a Non-Financial Default that is capable of remedy, [21 Business Days] to cure that Non-Financial Default; or
 - (iii) in the case of a Non-Financial Default that is not capable of remedy, [21 Business Days] to:
 - (A) take the steps and do the things that the Non-Defaulting Party, acting reasonably, requires to ensure that the Non-Financial Default will not be repeated; and
 - (B) pay the Non-Defaulting Party the sum, if any, that the Non-Defaulting Party reasonably determines is required to compensate the Non-Defaulting Party for the Non-Financial Default and its consequences.
- (c) Each of the periods referred to in clauses 16.1(b)(i), 16.1(b)(ii) and 16.1(b)(iii) is a **Cure Period**.
- (d) During the applicable Cure Period, the Defaulting Party must:
 - (i) where either clause 16.1(b)(i) or clause 16.1(b)(ii) applies, diligently seek to remedy the relevant Default; or
 - (ii) where clause 16.1(b)(iii) applies, take the steps described in clause 16.1(b)(iii), and (in respect of Non-Financial Defaults) must keep the Non-Defaulting Party informed on a regular basis (and at least weekly) of the progress of the Defaulting Party in doing so.

16.2 Suspension for Default by Interconnecting Party

If Power and Water issues a Default Notice to the Interconnecting Party under clause 16.1, without limiting any other right of Power and Water under this Agreement Power and Water may immediately suspend the performance of any P&W Works or curtail or interrupt the provision of the Connection Services (as applicable at that time).

16.3 Remedies

If:

- (a) a Default to which either clause 16.1(b)(i) or clause 16.1(b)(ii) applies is not cured within the applicable Cure Period; or
- (b) the Defaulting Party does not comply with clause 16.1(b)(iii) within the applicable Cure Period,

then the Non-Defaulting Party may by notice in writing to the Defaulting Party (without prejudice to any of its other rights under this Agreement or at Law):
- (c) terminate this Agreement; or
- (d) sue the Defaulting Party for damages for Default and exercise any other available legal and equitable remedies including suing for specific performance, injunctive relief or any other relief that it considers appropriate.

16.4 Termination for failure to complete IP Infrastructure

Power and Water may terminate this Agreement by notice to the Interconnecting Party if the IP Infrastructure has not been completed and commissioned within [insert] months of the [Commencement Date / Target IP Works Completion Date] or such later date determined by Power and Water in its sole and absolute discretion.

16.5 Termination due to Power and Water decommissioning Pipeline

Power and Water may terminate this Agreement by written notice to the Interconnecting Party if Power and Water proposes to decommission the Pipeline. Unless otherwise agreed in writing by the Parties, such termination will not be effective sooner than [12] months after such notice is given.

16.6 Termination due to Interconnecting Party decommissioning IP Facility

If the Interconnecting Party proposes to decommission the IP Facility or otherwise permanently cease injecting gas into the Pipeline at the Connection Point, Power and Water may (at its sole and absolute discretion) terminate this Agreement by written notice to the Interconnecting Party. Unless otherwise agreed in writing by the Parties, such termination will not be effective sooner than [12] months after such notice is given.

16.7 Disconnection and make safe

If a Party exercises a right of termination under this Agreement:

- (a) the Parties must promptly take all actions necessary to disconnect the IP Infrastructure from the P&W Infrastructure and make safe their respective infrastructure;
- (b) unless agreed otherwise between the Parties:
 - (i) Power and Water shall be responsible for any decommissioning or make safe of the P&W Infrastructure relating to the Connection Point; and
 - (ii) the Interconnecting Party shall be responsible for any decommissioning or make safe of the IP Infrastructure at the Interconnecting Party's sole risk and expense;

- (c) any disconnection or decommissioning must be conducted by a Party in accordance with:
 - (i) this Agreement;
 - (ii) Good Industry Practice;
 - (iii) all applicable Laws and Authorisations; and
 - (iv) Power and Water's reasonable technical, safety and reliability requirements (as notified by Power and Water to the Interconnecting Party);
- (d) where this Agreement is terminated early pursuant to this clause 16 for any reason other than due to a Default on the part of Power and Water, the Interconnecting Party must pay Power and Water the Direct Costs incurred by or on account of Power and Water in respect of any disconnection of the P&W Infrastructure from the IP Infrastructure and any decommissioning of the P&W Infrastructure relating to the Connection Point (but not the Pipeline), plus the Power and Water Allowance; and
- (e) the provisions of this Agreement shall continue to apply until the IP Infrastructure and P&W Infrastructure relating to the Connection Point have been disconnected and made safe, except that Power and Water shall be under no obligation to perform any P&W Works or provide any Connection Services from the date of termination.

16.8 Effect of Termination

Termination of this Agreement will not affect any rights or obligations which may have accrued prior to termination, including in respect of any prior breach.

17. FORCE MAJEURE

17.1 No breach for event of Force Majeure

- (a) To the extent that a hindrance, delay or failure in the performance of Party's obligations under this Agreement arises because of an event of Force Majeure, that Party's obligations under this Agreement are suspended (other than any obligation to make payment of any amount under this Agreement), and the Party shall not be in breach of this Agreement, for the duration and to the extent of that Force Majeure event.
- (b) Neither Power and Water nor the Interconnecting Party will be liable to each other for any failure in the fulfillment of any of its obligations under this Agreement to the extent that such failure is due to any delay, hindrance, interruption, loss or damage occasioned by the event of Force Majeure.
- (c) The Connection Services Charge will continue to be payable by the Interconnecting Party to Power and Water during the duration of any event of Force Majeure.

17.2 Notification

The Affected Party:

- (a) will as soon as reasonably practicable notify the other Party of the occurrence and details of any event or circumstance giving rise to the event of Force Majeure and the steps that it intends to take to overcome or mitigate such event or occurrence;
- (b) will use all reasonable diligence to mitigate the cause of, and the result of, the event of Force Majeure and to remedy the situation and resume its performance of its obligations under this Agreement as soon as possible provided that:
 - (i) the Affected Party will not be required to expend more than reasonable sums of money;

- (ii) this will not require the settlement of strikes, labour disputes or native title matters on terms contrary to the reasonable wishes of the Affected Party;
- (iii) the other Party will co-operate and provide such assistance as the Affected Party may reasonably request; and
- (iv) the Affected Party will notify the other Party as soon as it ceases to be affected by the event of Force Majeure.

17.3 Termination for prolonged Force Majeure

If the performance of the obligations of the Affected Party is suspended by reason of any event of Force Majeure and such suspension of obligations continues for a continuous period exceeding [180 days], then the non-Affected Party may terminate this Agreement by giving notice to the Affected Party.

17.4 Relief for Power and Water

Power and Water is not obliged to:

- (a) perform the P&W Works; or
- (b) provide Connection Services,

to the extent it is prevented from doing so by an event of Force Majeure or the acts or omissions of the Interconnecting Party.

18. INDEMNITIES

18.1 Interpretation

In this clause 18, a reference to:

- (a) Power and Water includes its Personnel; and
- (b) the Interconnecting Party includes its Personnel and Interconnecting Party Affiliates.

18.2 Indemnities from Interconnecting Party

- (a) The Interconnecting Party must indemnify and hold Power and Water harmless from and against all Claims and Loss suffered or incurred by Power and Water:
 - (i) in respect of any:
 - (A) death, disease or illness (including mental illness) of, or personal injury to, any persons; and
 - (B) loss of, or damage to, any real or personal property of any persons (including property belonging to Power and Water or for which it is responsible),

arising from or in connection with any act or omission of, or any breach of this Agreement by, the Interconnecting Party, or the design, construction, operation, management, maintenance or modification of the IP Infrastructure by the Interconnecting Party; and
 - (ii) arising from or in connection with any act or omission of the Interconnecting Party or the design, construction, operation, management, maintenance or modification of the IP Infrastructure or this Agreement, where that act or omission constitutes a breach of this Agreement, negligence, fraud or a breach of any duty owed by the Interconnecting Party to Power and Water.

- (b) The Interconnecting Party must indemnify and hold Power and Water harmless from any against any Claims or Loss suffered or incurred by Power and Water in connection with any Claim made by a customer of the Interconnecting Party arising in connection with or out of:
 - (i) Power and Water's performance or failure to provide or perform, the P&W Works or the Connection Services;
 - (ii) any interruption or curtailment or suspension of the Connection Services; or
 - (iii) any interruption to the supply of gas to any person as a result of the matters listed in clauses 18.2(b)(i) or 18.2(b)(ii).

18.3 Indemnity provisions

- (a) All obligations to indemnify under this Agreement survive termination of this Agreement.
- (b) No indemnity in this Agreement limits the effect or operation of any other indemnity in this Agreement.
- (c) Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the Parties.
- (d) If applicable, a Party may recover a payment under an indemnity in this Agreement before it makes the payment in respect of which the indemnity is given.

19. LIMITATIONS ON LIABILITY

- (a) Subject to clauses 19(b) and 19(c), to the extent permitted by Law, neither Party is liable to the other Party for Consequential Loss.
- (b) Clause 19(a) does not apply in respect of:
 - (i) a Party's liability for fraud or Wilful Misconduct or a breach of any obligation of confidentiality, security requirement or privacy;
 - (ii) the Interconnecting Party's liability:
 - (A) under clauses 12.5, 18.2(a)(ii) or 18.2(b); or
 - (B) to pay any Charges or other amount expressly stated to be payable to Power and Water under this Agreement; or
 - (iii) any amount that a Party is able to recover such amounts under a policy of insurance required to be maintained under this Agreement.
- (c) Notwithstanding any other provision of this clause 19, the Interconnecting Party may be liable under the indemnity in clause 18.2(a)(i) for Consequential Losses of the kind specified in paragraph (c) of the definition of Consequential Loss.
- (d) Subject to clause 19(e), the liability of Power and Water under or in connection with this Agreement will be capped at the Aggregate Liability Cap.
- (e) The limit of liability under clause 19(c) does not apply to limit loss or damage caused by the fraud or Wilful Misconduct of Power and Water.

20. INTELLECTUAL PROPERTY

- (a) The Interconnecting Party acknowledges and agrees that all documents, information, records, data and Intellectual Property Rights in all documents, information and data created, generated, collected or developed on or on behalf of Power and Water in

connection with this Agreement will vest in and remain the exclusive property of Power and Water.

- (b) The Interconnecting Party warrants to Power and Water that the provision of any design, document or method of working provided to the Power and Water or used in connection with this Agreement will not infringe any industrial or Intellectual Property Rights of a third party and the Interconnecting Party indemnifies Power and Water against any Claim or Loss resulting from any alleged infringement.
- (c) The Interconnecting Party grants to Power and Water a perpetual, irrevocable, royalty free and transferable licence to any Intellectual Property Rights of the Interconnecting Party in respect of the IP Works and the IP Infrastructure for the purposes of constructing, owning, operating, maintaining and decommissioning the P&W Infrastructure.

21. CONFIDENTIALITY

- (a) Subject to the provisions of clauses 21(b) and 21(c), each Party must:
 - (i) treat as strictly confidential and only use the Confidential Information of the other Party solely for the purposes contemplated by this Agreement;
 - (ii) not, without the prior written consent of the Party to whom the Confidential Information relates (which may be withheld in that Party's sole discretion), publish, use or otherwise disclose to any person the Confidential Information of the other Party, except for the purposes contemplated by this Agreement;
 - (iii) maintain adequate security for the Confidential Information of the other Party while in its possession or control, including protecting the same against any use, disclosure, access, damage or destruction which is inconsistent with the terms and conditions of this Agreement; and
 - (iv) not make use of the Confidential Information of the other Party to the reputational, commercial, financial or competitive disadvantage of the other Party.
- (b) Each Party may disclose Confidential Information which would otherwise be subject to clause 21(a) if, but only to the extent, it can demonstrate that:
 - (i) such disclosure is required by applicable Law or by any securities exchange or regulatory or governmental body having jurisdiction over it, wherever situated;
 - (ii) the Confidential Information was lawfully in its possession prior to its disclosure by the other Party (as evidenced by written records);
 - (iii) the Confidential Information was independently developed by that Party; or
 - (iv) the Confidential Information has come into the public domain other than as a result of a breach of this Agreement or any other obligation of confidence,provided that any such disclosure must not be made without, where permitted, prior consultation with the Party the Confidential Information relates to and, in the case of disclosures under clause 21(b)(i), must be made so as to minimise any such disclosure.
- (c) The obligations on Power and Water under this clause 20 will not be taken to have been breached to the extent that Confidential Information is communicated or disclosed by Power and Water:
 - (i) to any person for the purposes of Power and Water's business or operations or for improving the provision of power, water or sewerage services anywhere in Australia;

- (ii) to the NTG;
 - (iii) to the 'shareholding Minister' or 'portfolio Minister' for Power and Water (as defined in the *Government Owned Corporations Act 2001* (NT));
 - (iv) in response to a request by the Legislative Assembly of the Northern Territory of Australia (or a Committee of it);
 - (v) in response to a request by a Royal Commission, a body undertaking administrative or statutory review, or an audit or enquiry;
 - (vi) to any public-sector agency (whether of the Northern Territory of Australia, a State, other Territory or the Commonwealth) for the purposes of benchmarking or any other government business or government initiative, provided that as far as reasonably practicable information that is identifiable as related to this Agreement or the Interconnecting Party will not be made public by Power and Water; and
 - (vii) in accordance with any licence rights granted under this Agreement.
- (d) Each Party may for the purposes contemplated by this Agreement, disclose the Confidential Information of the other Party to its Personnel and its professional advisers, auditors, bankers and insurers, provided that such persons have first been directed by the disclosing Party to keep it confidential.
- (e) A Party must promptly give notice in writing to the other Party if it becomes aware of any unauthorised or suspected unauthorised disclosure to any third party of any of the Confidential Information of the other Party and provide the other Party with all information and assistance reasonably required by the other Party in respect of such unauthorised disclosure.
- (f) The obligations of confidentiality under this clause 20 survive termination of this Agreement and continue until the Confidential Information becomes publicly available other than as a result of a breach of this Agreement.

22. PRIVACY AND SECURITY

22.1 Privacy

If, as a result of this Agreement, the Interconnecting Party is able to access any Personal Information that is collected, handled or held by or on behalf of Power and Water, the Interconnecting Party must:

- (a) comply with:
 - (i) the *Privacy Act 1988* (Cth);
 - (ii) the 'Information Privacy Principles' under the *Information Act 2002* (NT);
 - (iii) all other applicable Laws relating to privacy that may be applicable during the Term;
 - (iv) any privacy code or policy which has been adopted by Power and Water, provided that a copy of the adopted privacy code or policy is provided a reasonable period in advance of the Interconnecting Party being required to start complying with that privacy code or policy;
 - (v) any code of practice or authorisation issued under any of the above; and
 - (vi) such other Laws as may be in force from time to time which regulate the collection, storage, use and disclosure of information,

- (vii) to the extent bound by the above and, if not bound by any of the above, as if the Interconnecting Party were bound in the same way and to the same extent as Power and Water is bound in respect of such Personal Information;
- (b) comply with any directions of Power and Water from time to time relating to privacy that are consistent with the laws, codes and policies referred to in clause 22.1(a);
- (c) not use any such Personal Information for any purpose, except where and to the extent expressly authorised by Power and Water in writing, in which case the Interconnecting Party must use such Personal Information in accordance with this Agreement;
- (d) restrict access to any such Personal Information to Personnel who need to access the Personal Information to fulfil the Interconnecting Party's obligations under this Agreement, where and to the extent expressly approved in writing by Power and Water;
- (e) promptly notify Power and Water in writing of any request made for access to any such Personal Information by an individual to whom that information relates; and
- (f) co-operate with Power and Water in the resolution of any complaint under, or relating to, any of the Laws, codes or policies referred to in clause 22.1(a).

22.2 Security requirements

- (a) The Interconnecting Party must comply with all rules, policies, guidelines, processes and procedures of Power and Water in relation to security procedures (whether existing at the Commencement Date or introduced from time to time) notified in writing by Power and Water.
- (b) The Interconnecting Party must establish, maintain and apply security procedures which ensure that the Interconnecting Party's Personnel are appropriately vetted and meet the requirements of clause 22.2(a).
- (c) The Interconnecting Party must promptly provide Power and Water with written notice of any security weaknesses or incidents:
 - (i) that have impacted or may impact the P&W Works or Connection Services; and
 - (ii) in connection with the performance of the Interconnecting Party's obligations under this Agreement.
- (d) Within [5 Business Days] of giving any notice under clause 22.2(c), the Interconnecting Party must provide Power and Water with a detailed written report setting out the corrective actions planned to address the relevant weaknesses or incidents and to prevent similar weaknesses or incidents.

23. PUBLICITY

23.1 Public statements

The Interconnecting Party must not make any public statements, including issuing any media release, in connection with this Agreement without the prior written consent of Power and Water.

23.2 Reputation

The Interconnecting Party must not do or omit to do anything which may:

- (a) damage, bring into disrepute or ridicule Power and Water's name, messages or reputation; or
- (b) attract public or media attention which may be prejudicial or otherwise detrimental to Power and Water's brand, messages, reputation or interests.

23.3 Use of Power and Water's name

The Interconnecting Party must not use Power and Water's name in any of the Interconnecting Party's advertising, marketing, promotional or other similar material without the prior written consent of Power and Water.

24. GST

24.1 Interpretation

In this clause 24, unless the context indicates otherwise:

- (a) "Adjustment Event", "Adjustment Note", "GST", "Input Tax Credit", "Supply" and "Tax Invoice" each have the meaning given to those terms in the GST Act;
- (b) an Adjustment Note or Tax Invoice must contain such information as the GST Act requires; and
- (c) all other terms used in this clause 24 that are defined in the GST Act have the same meaning in this clause 24.

24.2 GST charges

- (a) All amounts referred to in this Agreement are exclusive of GST unless expressly stated otherwise.
- (b) If a Supply under this Agreement is subject to GST, in whole or in part:
 - (i) the Party that made the taxable Supply or taxable part Supply may, in addition to the amount payable under this Agreement, charge the recipient Party an additional amount on account of the GST; and
 - (ii) the additional GST amount payable under clause 24.2(b)(i) will be added to the GST-exclusive value of the taxable Supply or taxable part Supply, provided that the Party that made the taxable Supply or taxable part Supply gives the recipient Party a valid Tax Invoice in a timely manner.

24.3 Adjustment Event

If a Party becomes aware of an Adjustment Event, that Party must notify the other Party as soon as practicable after becoming so aware and the Parties agree to take all necessary steps and make all required adjustments, including the issue of an Adjustment Note, to ensure that any GST or additional GST on the relevant Supply, or any refund of all or any portion of the GST, is paid within 14 days of the Party that is the supplier satisfying itself that the Adjustment Event has occurred.

24.4 Amounts Net of GST Input Tax Credits

If any amount under this Agreement is determined by reference to any liability or cost incurred by any Party, that amount will be the actual amount incurred by such Party less the amount of any GST Input Tax Credit to which such Party, or its Related Bodies Corporate or Personnel, is entitled in respect of that liability or cost.

25. PPS ACT

- (a) In this clause 25, "Financing Statement", "Financing Change Statement", "Personal Property", "Registration", "Secured Party", "Security Interest" and "Verification Statement" each have the meaning given to those terms in the PPS Act.
- (b) The Interconnecting Party acknowledges and agrees that:

- (i) if, and to the extent that, Power and Water at any time considers that it is, or will become, a Secured Party arising out of or in connection with this Agreement, Power and Water may at the Interconnecting Party's expense take all steps that Power and Water considers appropriate or advisable to:
 - (A) perfect, protect, record, register, amend or remove the Registration of Power and Water's Security Interest in any Relevant Personal Property that is the subject of this Security Interest (**Relevant Personal Property**); and
 - (B) better secure Power and Water's position in respect of Relevant Personal Property under the PPS Act; and
- (ii) it will do all things reasonably necessary to assist Power and Water to take the steps described in clause 25(b)(i);
- (iii) it irrevocably and unconditionally waives its right to receive any Verification Statement in respect of any Financing Statement or Financing Change Statement relating to any Security Interests of Power and Water in Relevant Personal Property;
- (iv) if, and only if, Power and Water is or becomes a Secured Party in relation to Relevant Personal Property, and to the extent only that Chapter 4 of the PPS Act would otherwise apply to an enforcement of a Security Interest in Relevant Personal Property, the Interconnecting Party and Power and Water agree that, in accordance with section 115 of the PPS Act, the following provisions of the PPS Act do not apply in relation to those Security Interests:
 - (A) section 95 (notice of removal or accession), to the extent that it requires the Secured Party to give a notice to the grantor;
 - (B) section 117 (obligations secured by interests in Personal Property and land);
 - (C) section 118 (enforcing Security Interests in accordance with land law decisions), to the extent that it allows a Secured Party to give a notice to the grantor;
 - (D) section 120 (enforcement of liquid assets);
 - (E) subsection 121(4) (enforcement of liquid assets - notice to grantor);
 - (F) section 125 (obligation to dispose of or retain collateral);
 - (G) section 129 (disposal by purchase);
 - (H) section 130 (notice of disposal), to the extent that it requires the Secured Party to give a notice to the grantor;
 - (I) section 132(3)(d) (contents of statement of account after disposal);
 - (J) subsection 132(4) (statement of account if no disposal);
 - (K) section 135 (notice of retention);
 - (L) section 142 (redemption of collateral); and
 - (M) section 143 (reinstatement of security agreement);
- (v) subject to section 275(7) of the PPS Act, it will not disclose the contents of this Agreement, the amount or performance obligation secured by Power and Water's Security Interest in Relevant Personal Property and the other information

mentioned in section 275(1) of the PPS Act in accordance with section 275(4) of the PPS Act;

- (vi) it must immediately notify Power and Water if it becomes aware of any person other than Power and Water taking steps to register, or registering, a Financing Statement in relation to Relevant Personal Property; and
- (vii) it must arrange for the removal or cessation of any Registration of any Security Interest that affects the priority of Power and Water's interest in Relevant Personal Property.

26. ASSIGNMENT AND CHANGE OF CONTROL

26.1 Assignment

- (a) Power and Water may assign, novate, transfer, sub-licence or otherwise dispose of any or all of Power and Water's rights and/or obligations under or in connection with this Agreement to any third party (including another Government Owned Corporation, Government Authority or government agency) upon notice to the Interconnecting Party without the prior consent of the Interconnecting Party and, in the case of a novation, Power and Water, the Interconnecting Party and the relevant third party will each execute a novation agreement in a form reasonably prescribed by Power and Water.
- (b) The Interconnecting Party must not assign, novate, transfer, sub-licence or otherwise dispose of any or all of the Interconnecting Party's rights and/or obligations under or in connection with this Agreement without the prior written consent of Power and Water (which may be withheld in Power and Water's sole and absolute discretion).

26.2 Change of Control

- (a) In this clause 26.2:
 - (i) **“body corporate”**, **“listed”** and **“wholly-owned subsidiary”** have the meanings given in section 9 of the Corporations Act; and
 - (ii) **“entity”** has the meaning given in section 64A of the Corporations Act.
- (b) Subject to clause 26.2(c), a **“Change of Control”** occurs in respect of the Interconnecting Party if:
 - (i) an entity that does not already Control the Interconnecting Party comes to Control the Interconnecting Party; or
 - (ii) an entity that Controls the Interconnecting Party ceases to Control the Interconnecting Party.
- (c) No Change of Control occurs if:
 - (i) the entity that ceases to Control the Interconnecting Party was, immediately beforehand, a wholly-owned subsidiary of a body corporate that Controls the Interconnecting Party;
 - (ii) the entity that comes to Control the Interconnecting Party is, immediately afterwards, a wholly-owned subsidiary of a body corporate that previously Controlled and continues to Control the Interconnecting Party; or
 - (iii) it results from a Change of Control of an entity listed on the Australian Securities Exchange or other recognised stock exchange.

- (d) The Interconnecting Party must obtain Power and Water's prior written consent to any Change of Control.

26.3 Costs of consents

The Interconnecting Party must pay all fees and expenses (including legal fees) incurred by Power and Water in connection with any consents sought under clause 26.1(b) or clause 26.2(d), including the investigation of any proposed assignee or new party, whether or not consent is granted.

27. NOTICES

27.1 How notices must be given

A notice, approval, direction, consent, offer, demand or other communication in connection with this Agreement must be:

- (a) in writing;
- (b) signed by an authorised officer of the relevant Party;
- (c) given to the recipient Party by:
 - (i) electronic mail to that Party at the email address for that Party set out in Item 3 or Item 4 of Schedule 1 (as applicable);
 - (ii) by hand delivery to that Party at the address for that Party set out in Item 3 or Item 4 of Schedule 1 (as applicable); or
 - (iii) by pre-paid mail sent to that Party at the address for that Party set out in Item 3 or Item 4 of Schedule 1 (as applicable); and
- (d) marked for the attention of the person specified in Item 3 or Item 4 of Schedule 1 (as applicable) in relation to the recipient Party.

27.2 Change of details

- (a) A Party may from time to time change any of the details specified in clause 27.1 by not less than 5 Business Days' notice to the other Party.
- (b) If details are changed in accordance with this clause 27.2, this clause 27.2 applies as if those changed details were set out in clause 27.1.

27.3 Deemed receipt

A notice, approval, direction, consent, offer, demand or other communication in connection with this Agreement is taken to be received by the addressee:

- (a) (in the case of prepaid mail) on the Business Day that is the fourth Business Day after the date of posting to or from an address within Australia, and on the seventh Business Day after the date of posting by airmail to or from an address outside Australia;
- (b) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 27.1(d), unless that delivery is made on a day that is not a Business Day, or after 5:00 pm on a Business Day, in which case that communication is taken to be received at 9:00 am on the next Business Day; and
- (c) (in the case of email) at the time it is sent, unless the Party sending the email knows or reasonably ought to suspect that the email was not delivered to the addressee's domain specified in the email address.

28. DISPUTE RESOLUTION

28.1 Notice of Dispute

- (a) Subject to clause 13.5, if a Dispute arises it must be determined in accordance with the procedure in this clause 28.
- (b) Where a Dispute arises, either Party may give a notice to the other Party specifying:
 - (i) the Dispute;
 - (ii) particulars of the Party's reasons for being dissatisfied; and
 - (iii) the position which the Party believes is correct.

28.2 Good faith negotiations

Within [10 Business Days] after receipt of a notice containing the details in clause 28.1(b), representatives of the Parties shall meet and use their respective best endeavours to resolve the Dispute.

28.3 Senior Executive meeting

If the Dispute is not resolved by the Parties within [20 Business Days] after the issue of a notice containing the details in clause 28.1(b), then either Party may escalate the Dispute and:

- (a) each Party must nominate a Senior Executive to represent it; and
- (b) the Senior Executives of the Parties must meet within [10 Business Days] of a Party escalating the Dispute.

28.4 Expert determination

- (a) If the Dispute is not resolved within [10 Business Days] of the meeting of Senior Executives under clause 28.3, then either Party may refer the Dispute to determination by an expert in accordance with this clause 28.4.
- (b) The expert determination under this clause 28.4 is to be conducted by an independent industry expert appointed by the Prescribed Appointer.
- (c) The Prescribed Appointer must, before appointing an independent industry expert, make reasonable enquiries as to whether the independent industry expert will, or may, be restricted in accepting the appointment due to any of the matters in clause 28.5(a).
- (d) If the Prescribed Appointer nominated under this clause 28.4:
 - (i) is unavailable;
 - (ii) declines to appoint an expert;
 - (iii) does not respond within [10 Business Days] to the Party's request that it conduct the appointment; or
 - (iv) does not appoint an expert within [10 Business Days] of the Party's request that it conduct the appointment,

Power and Water may appoint another Prescribed Appointer or independent expert for the purposes of this clause 28.4.

28.5 Disclosure of interest

The independent expert:

- (a) must disclose to the Parties any:

- (i) interest he or she has in the outcome of the determination;
 - (ii) conflict of interest;
 - (iii) conflict of duty;
 - (iv) personal relationship which the independent expert has with either Party, or either Party's representatives, witnesses or experts; and
 - (v) other fact, matter or thing which a reasonable person may regard as giving rise to the possibility of bias; and
- (b) must not communicate with one Party to the determination without the knowledge of the other.

28.6 Procedure for expert determination

- (a) The independent expert:
- (i) must promptly notify a place and manner for receiving submissions or information from the Parties or from any other party he or she thinks fit;
 - (ii) is not bound by the rules of evidence;
 - (iii) must make a determination only in respect of matters expressly referred for resolution;
 - (iv) must provide a draft determination to the Parties within [20 Business Days] of appointment. The Parties may make written submissions to the independent expert within [40 Business Days] of appointment. The independent expert must take into account the Parties' submission on the draft determination to the extent necessary, if any, determined in his or her absolute discretion. The independent expert may amend a draft determination prior to making a final determination;
 - (v) must provide a final determination within [50 Business Days] of appointment; and
 - (vi) must keep confidential all information coming to his or her knowledge by reason of the appointment and the performance of his or her duties.
- (b) A person appointed as an independent expert acts as an expert and is deemed not to be an arbitrator and the law relating to arbitration, including the *Commercial Arbitration (National Uniform Legislation) Act 2011* (NT), which does not apply to the independent expert or a determination or the procedures by which the independent expert may reach a determination.
- (c) The independent expert's decision is final and binding on the Parties unless the value of the expert's decision in favour of a Party exceeds the amount stated in Item 16 of Schedule 1, in which case either Party may commence litigation.
- (d) Each Party must bear its own costs in relation to the Dispute save that the cost of the independent expert and any advisers to the independent expert is borne by the Parties equally.

28.7 Continuation of Interconnecting Party obligations

Despite the existence of a Dispute between the Parties the Interconnecting Party must otherwise comply with its obligations under this Agreement.

28.8 Injunctive relief

Nothing in this clause 28 will prejudice the right of a Party to institute proceedings to seek injunctive or urgent declaratory relief.

28.9 Survival of clause

This clause 28 survives termination of this Agreement.

29. MISCELLANEOUS

29.1 Further assurances

Except as expressly provided in this Agreement, each Party must, at its own cost and expense, on the request of the other Party, to do everything reasonably necessary to give full effect to this Agreement and the transactions contemplated by it, including the execution and registration of documents.

29.2 Entire agreement

This Agreement and the documents referred to in it constitute the full and complete understanding between the Parties in respect of the subject matter of this Agreement and supersedes all prior negotiations, understandings and agreements with respect to its subject matter.

29.3 No merger

No term of this Agreement merges on completion of any transaction contemplated by this Agreement.

29.4 Amendment

An amendment of this Agreement must be in writing and signed by all Parties.

29.5 Waiver

- (a) No Party to this Agreement may rely on the words or conduct of any other Party as a waiver of any right unless the waiver is in writing and signed by the Party granting the waiver.
- (b) In this clause 29.5:
 - (i) conduct includes delay in the exercise of a right or failure to exercise a right under this Agreement;
 - (ii) right means any right arising under or in connection with this Agreement and includes the right to rely on this clause 29.5; and
 - (iii) waiver includes an election between rights and remedies and conduct which might otherwise give rise to an estoppel whether by way of representation or convention.

29.6 Discretions, determinations, approvals or assessments

If this Agreement allows Power and Water a discretion as to whether to do or not do any act, matter or thing of any kind or confers on Power and Water a power of determination or right of opinion approval or the like, that discretion, power or right is absolute unless this Agreement states otherwise.

29.7 Severability

If any provision of this Agreement is void, voidable by any Party, unenforceable or illegal in any jurisdiction, it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision (or where possible the offending words), will be severed from this Agreement without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Agreement, which will continue in full force and effect

unless the commercial effect of this Agreement would be materially different as a result of the severance.

29.8 No authority to bind another Party

No Party is authorised to bind or to make representations on behalf of another Party, or to pledge its credit, except as expressly provided in this Agreement.

29.9 Relationship of Parties

Nothing in this Agreement is to be interpreted as creating an employment, agency, partnership or joint venture relationship between any Parties.

29.10 Costs of this Agreement

- (a) Each Party must pay its own costs and expenses (including legal costs and expenses) connected with the negotiation, preparation, execution of this Agreement and its performance of its obligations under this Agreement, except as otherwise provided in this Agreement.
- (b) The Interconnecting Party must pay all Stamp Duty and other Tax payable in connection with this Agreement.

29.11 Counterparts

This Agreement may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same document. This Agreement is binding on the Parties on the exchange of executed counterparts. A copy of an original executed counterpart sent by email:

- (a) must be treated as an original counterpart;
- (b) is sufficient evidence of the execution of the original; and
- (c) may be produced in evidence for all purposes in place of the original.

29.12 Governing Law

This Agreement is governed by, and must be construed in accordance with, the laws of the Northern Territory of Australia.

29.13 Jurisdiction

Each Party submits to the non-exclusive jurisdiction of the courts of the Northern Territory of Australia.

Executed as an agreement.

The Common Seal of the POWER AND WATER CORPORATION ABN 15 947 352 360 was affixed in the presence of:

Signature

Signature

Name (BLOCK LETTERS)

Name (BLOCK LETTERS)

Position

Position

EXECUTED by [insert name and ABN/ACN] in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of Director/Company Secretary

Signature of Director

Name of Director/Company Secretary (BLOCK LETTERS)

Name of Director (BLOCK LETTERS)

Schedule 1 - AGREEMENT DETAILS

Item No.	Reference	Detail
Item 1	Contract No.	[Insert]
Item 2	Contract name	[Insert]
Item 3	Power and Water (including address for notices under clause 27)	<p>Power and Water Corporation (ABN 15 947 352 360)</p> <p>Attention: [Chief Procurement Officer]</p> <p>Address: [GPO Box 1921 Darwin NT 0801]</p> <p>Email: [ChiefProcurementOfficer. Power and Water@powerwater.com.au]</p>
Item 4	Interconnecting Party (including address for notices under clause 27)	<p>[insert entity name]</p> <p>[insert ABN/ACN]</p> <p>Attention: [insert name]</p> <p>Address: [insert address]</p> <p>Email: [insert email]</p>
Item 5	Commencement Date (clause 1.1)	The date of satisfaction or waiver of the Conditions Precedent in accordance with clause 2.
Item 6	Security (clause 14.1)	<p>Is Security required?</p> <p><input type="checkbox"/> Yes, as follows:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p>Security requirements</p> <p>[insert details of security required eg:</p> <ul style="list-style-type: none"> • form of security- eg parent company guarantee from a named entity or bank guarantee (which may be set out in a schedule to this Agreement) • issuer; • required amount and validity period] </div> <p align="center">OR</p> <p><input type="checkbox"/> No, not applicable.</p>
Item 7	Site (clause 1.1)	[insert description] and set out at Schedule 4.

Item 8	Target P&W Works Completion Date (clause 1.1)	[insert]
Item 9	Target IP Works Completion Date (clause 1.1)	[insert]
Item 10	Power and Water Allowance (clause 13.1)	[insert]%
Item 11	Invoice Date (clause 13.2)	As per clause 13.2 of the Agreement.
Item 12	Interest Rate (clause 13.7)	[insert]
Item 13	Insurance (clause 15)	<p>Minimum Insurer Requirements means a reputable insurer who is:</p> <ul style="list-style-type: none"> (i) authorised by the Australian Prudential Regulatory Authority; and (ii) rated by S&P Global Ratings as A- or higher (or has an equivalent rating from another reputable credit rating agency).
Item 14	Aggregate Liability Cap (clause 19(c))	[insert \$ amount]
Item 15	Confidential Information of Power and Water (clause 20)	<p>The following information is also Confidential Information of Power and Water:</p> <p>Confidential Information of Power and Water</p> <p>[insert details, documents etc. or, if none, insert 'none specified']</p>
Item 16	Decisions of independent expert (clause 28.6(c))	<p>The independent expert's decision is final and binding on the Parties unless the value of the expert's decision in favour of a Party exceeds:</p> <p>A\$[insert maximum value of expert's decision that is binding]</p>

Item 17	<p>Conditions Precedent (clause 2)</p>	<table border="1"> <thead> <tr> <th data-bbox="644 282 1193 342">Condition</th> <th data-bbox="1193 282 1477 342">For the benefit of</th> </tr> </thead> <tbody> <tr> <td data-bbox="644 342 1193 506">(i) The Board of Power and Water approving the P&W Works and Power and Water's entry into this Agreement.</td> <td data-bbox="1193 342 1477 506">Power and Water</td> </tr> <tr> <td data-bbox="644 506 1193 801">(ii) Power and Water receiving approval from the 'shareholding Minister' and 'portfolio Minister' (each as defined in the <i>Government Owned Corporations Act 2001</i> (NT)) of Power and Water to enter into this Agreement.</td> <td data-bbox="1193 506 1477 801">Power and Water</td> </tr> <tr> <td data-bbox="644 801 1193 862">(iii) [Insert other CPs as required]</td> <td data-bbox="1193 801 1477 862">[insert]</td> </tr> </tbody> </table> <p>CP Deadline [insert]</p>	Condition	For the benefit of	(i) The Board of Power and Water approving the P&W Works and Power and Water's entry into this Agreement.	Power and Water	(ii) Power and Water receiving approval from the 'shareholding Minister' and 'portfolio Minister' (each as defined in the <i>Government Owned Corporations Act 2001</i> (NT)) of Power and Water to enter into this Agreement.	Power and Water	(iii) [Insert other CPs as required]	[insert]
Condition	For the benefit of									
(i) The Board of Power and Water approving the P&W Works and Power and Water's entry into this Agreement.	Power and Water									
(ii) Power and Water receiving approval from the 'shareholding Minister' and 'portfolio Minister' (each as defined in the <i>Government Owned Corporations Act 2001</i> (NT)) of Power and Water to enter into this Agreement.	Power and Water									
(iii) [Insert other CPs as required]	[insert]									

Schedule 2 P&W WORKS

[This should include a description of the P&W Works and the scope of works and specifications for the same.]

Schedule 3- IP INFRASTRUCTURE

[This should include a description of the IP Works and the IP Facility and the scope of works and specifications for the same, including any requirements that the Interconnecting Party has to comply with in relation to site access, health, safety etc.]

Schedule 4 - SITE LAYOUT

[Insert]

Schedule 5 - CONNECTION POINT DIAGRAM

[Insert, showing Connection Point]

Schedule 6 - CONNECTION SPECIFICATIONS

Connection Specifications

Maximum Allowable Operating Pressure	[insert] kPag
Maximum Operating Pressure	[insert] kPag
Minimum Operating Pressure	[insert] kPag
Maximum Temperature	[insert] degrees Celsius
Minimum Temperature	[insert] degrees Celsius
Maximum Flow	[insert] GJ/day
[Insert]	

Schedule 7- GAS SPECIFICATION

[Insert applicable Gas Specification.]

Schedule 8- INSURANCES

[Insert all details of insurances that the Interconnecting Party will be required to maintain, including any particular conditions.]

Contact

Power and Water Corporation
Gas Services
1800 245 092
powerwater.com.au