###  **PARTIES**

* 1. This Memorandum of Understanding (**MOU**) is made between those parties listed in the Schedule to this MOU (together, the **Parties**).
	2. Each of the Parties is the operator of an electricity distribution and / or transmission network within a defined area.

### **PURPOSE**

This MOU is entered into by the Parties to record the principles to guide their cooperation for deployment of resources in response to certain natural disaster or similar emergency events that occur from time for which the Parties may agree to share resources (each such event being a **Significant Event**).

### **EXCHANGE OF RESOURCES**

* 1. The Parties agree to the following framework for sharing resources, including:
		1. personnel, which may consist of employees or contracted services or a combination of both (**Personnel**);
		2. equipment, materials and plant; or
		3. both,

(collectively, **Resources**) in order to respond to the Significant Event, including:

* + 1. incident response;
		2. unplanned network maintenance; and
		3. other related ancillary work that occurs from time to time in respect to a Significant Event,

such works being **Response Works**.

* 1. Any Party impacted by a Significant Event (**Host Party**) may request Resources from any or all of the other Parties in order to support Response Works.
	2. Each Party agrees to consider requests for provision of Resources for Response Works made to them by the Host Party as follows:
		1. requests for Resources will be based on operational needs dictated by the nature of the Significant Event; and
		2. each Party agrees that its consideration of a request for Resources will be determined after consideration of that Party’s own resourcing needs, including consideration of the level of resourcing available and the severity of the Significant Event (including the severity of the Significant Event’s impact on the Host Party).
	3. The Parties acknowledge that requests for the provision of Resources are made during Significant Events, which are times of great need, and because of this the Parties agree to give each request due consideration, but are under no obligation to request or provide any Resources, with the decision to request or offer Resources being entirely at each Party’s discretion.
	4. The Parties commit to communicating Resource requests, offers of Resources and requirements effectively and in a timely manner, and to resolving any issues that may hinder effective deployment of Resources, with any requests for Resources to be made in writing (or, if made verbally, with a copy provided in written form (which may include by email) promptly thereafter).
	5. As part of communicating Resource requests, offers of Resources and requirements, the Parties shall agree the allocation of responsibility for cost and delivery of applicable logistical requirements relating to the supply of Resources, including:
		1. transportation of Resources; and
		2. meals and accommodation for Personnel.
	6. Each Party who agrees to supply the Host Party with Resources in order to support Response Works will be a **Supply Party**.

### **COOPERATION AND COORDINATION**

* 1. The Parties agree to consult and cooperate, so far as is reasonably practicable, in respect of the exchange of Resources in response to the Significant Event to ensure the safety and reliability of their electricity networks.
	2. The Host Party and each Supply Party shall appoint a Resources coordinator for the duration of the Significant Event, and notify each other of the name and contact details of their coordinator. Each Party’s respective coordinator shall be responsible for managing directions to conduct Response Works.
	3. The Host Party and each Supply Party agree that communication between them in relation to the Significant Event will be in accordance with any protocol for communications regarding Significant Events as agreed between those Parties from time to time (such protocol being the **Communication Protocol**). In the absence of a Communication Protocol, communications between the Host Party and each Supply Party in relation to a Significant Event are to be conducted using the contact arrangements set out in clause 13 as updated from time to time in accordance with that clause (provided that, if a communication is made verbally, a copy is provided in written form (which may include email) promptly thereafter).
	4. The Parties agree that this is not a commercial arrangement and that there is no customer-contractor relationship establishment by this MOU. Any assistance provides is on a non-commercial basis in which the expenses of the Supply Party will be paid for in accordance with clause 14. Nothing in this MOU is intended to impute a commercial or business arrangement. The Parties acknowledge that they may be subject to the Electricity Distribution Ring-fencing Guideline (**Guideline**) made under clause 6.17.2 of the National Electricity Rules, and that while this MOU is not intended to make any Party a “service provider” of any other Party (within the meaning of the Guideline), each Party shall endeavour to ensure that in sharing resources it does not cause any other Party to breach the Guideline.

### **WORK, HEALTH AND SAFETY**

As part of the sharing of Resources outlined in clause 3 above, Personnel supplied by the Supply Party to the Host Party to perform Response Works are **Response Workers**. In relation to the Response Workers and the Response Works, the following guiding principles apply:

* 1. the Host Party and the Supply Parties will consult, coordinate and cooperate, so far as is reasonably practicable, in relation to their overlapping duties under the relevant Work Health and Safety Act legislation applicable to those Parties;
	2. the Host Party is responsible for providing the Supply Party with information, so far as is reasonably practicable, to enable the Supply Party to provide the Response Workers with an appropriate level of information and instruction in respect of the Response Works;
	3. the Supply Party is responsible for implementing a safe system of work for the Response Works, including ensuring that Response Workers are provided with an appropriate level of information and instruction in respect of the Response Works;
	4. the Supply Party is generally responsible for the provision of tools, equipment and personal protective equipment required to perform the Response Works safely;
	5. the Party supplying tools and equipment to the Response Workers is responsible for the quality, safety and appropriateness of such tools and equipment;
	6. the Host Party is generally responsible for the supervision of its own Personnel, provided that the Party responsible for the supervision of the Response Workers will be the Party directing the performance of the Response Works by those Response Workers; and
	7. the Parties will coordinate and communicate in respect of any licenses and authorisations (including any authorisations described in clause 11 below) required to perform the Response Works.

### INSURANCES

* 1. Each Party will maintain public liability insurance coverage for work done in their network area, including insurance coverage for work performed by any other Party or the Response Workers.
	2. Each Party will ensure that appropriate workers’ compensation insurance is maintained for their respective Personnel.

### **INCIDENT MANAGEMENT**

* 1. When an incident involving a Response Worker occurs that involves work on or near the Host Party’s network, the Host Party, in consultation with the Response Party, will be responsible for:
		1. incident response, management and investigation including carrying out any post incident drug and alcohol testing;
		2. notifying the Supply Party of the incident (as soon as is reasonably practicable);
		3. communicating any immediate corrective actions to ensure the work can be performed safely; and
		4. where necessary, notifying regulators,

provided that nothing prevents the Supply Party from undertaking any actions of the kind described in paragraphs a and d if it elects to do so.

* 1. Each Party will be solely responsible for managing employee outcomes for their staff as a result of an incident, investigation or drug and alcohol testing, and will not be required to consult on these processes and outcomes with any other Party. The other Parties involved in the applicable incident, investigation or drug and alcohol testing agree to provide such assistance as is reasonably requested in connection with incident response, management, investigation or employee outcomes, subject to any requirements to maintain legal professional privilege or any restrictions imposed by law.

### **FITNESS FOR WORK**

* 1. The Parties acknowledge that the Response Workers will follow the work health and safety guidelines, including fatigue management guidelines, of their own employer. In addition, if the Host Party identifies any additional such guidelines that it requires Response Workers to follow, the Host Party will communicate those requirements for Response Workers when making (or promptly following) a Resources request. The Supply Party may refuse to supply, or withdraw, any Resources if it does not agree to those requirements. If the Supply Party does not do so, it will use its best endeavours to ensure that its Response Workers comply with those requirements.
	2. Each Party’s respective drug and alcohol policies (if any) apply to the Personnel of that Party. If a Supply Party does not have any such policies, a copy of the Host Party’s drug and alcohol policy will be provided to that Supply Party and all Response Workers of that Supply Party must abide by the Host Party’s drug and alcohol policy while conducting Response Works.

### **AUTHORITY TO WORK ON NETWORK**

* 1. Subject to clause 9.2 below, the Supply Party acknowledges that the Response Workers will be working on or near the Host Party’s electricity network as "Authorised Persons" (or the relevant equivalent term) under the Host Party’s rules that set out the controls required to manage the electrical risks involved in working on or near the Host Party’s electricity network, in accordance with the Energy Networks Australia National Refresher Training Recognition Protocol (**ENA Protocol**) for the duration of the Response Works.
	2. The Supply Party undertakes to ensure that all Response Workers it supplies to the Host Party for a Significant Event hold the minimum competencies as outlined in the ENA Protocol (and, if requested by the Host Party, provide evidence that the relevant Response Workers hold those competencies).
	3. The Host Party will communicate any additional training and verification of competency (**VOC**) requirements for Response Workers when making (or promptly following) a Resources request to the Supply Party. The Supply Party will use its best endeavours to provide Response Workers who already hold the relevant additional VOC requirements or have completed the relevant additional training. If such Response Workers are not available, the Host Party will provide the additional training at its cost.
	4. The Parties acknowledge that the Response Workers may be issued permits by the Host Party as “Authorised Persons.”
	5. The Parties agree to enter into good faith discussions to identify variations in authorisations/competencies with the intention of facilitating pre-approval of selected workers to be authorised to work on or near the other Party’s network.

### **INFORMATION AND COMMUNICATIONS TECHNOLOGY ACCESS**

* 1. If a Host Party makes a Resource request for Response Works that will involve a Response Worker having access to its information and communications technology systems, the Host Party must:
		1. provide to the Supply Party any applicable policy and procedure documents in connection with those systems, as part of the Resource Request; and
		2. ensure that the relevant Response Workers are informed of those policy and procedure documents prior to commencing the relevant Response Works.
	2. The Supply Party shall take reasonable endeavours to ensure that any of its Response Workers that are provided with access to the information and communications technology systems of the Host Party comply with the policy and procedure documents supplied under clause 10.1.

### **LIVE WORK AUTHORISATION REQUIREMENTS APPLY TO AUSGRID RESPONSE WORKERS**

* 1. The Parties acknowledge that certain live work tasks are not permitted to be performed on the Ausgrid network, even though they may be performed on an other Party’s network. In effect, this means that certain tasks cannot be performed live by Ausgrid Personnel, or by Response Workers working on or near the Ausgrid network, unless Ausgrid has reauthorised the performance of that task live and the relevant Personnel have been authorised by Ausgrid to perform that task.
	2. Accordingly, the Parties acknowledge that, unless otherwise notified in writing by Ausgrid, no Ausgrid Response Worker will be directed or allowed to perform any live work tasks (being work undertaken on or near a part of the network while that part of the network is energised) on or near an electricity network unless Ausgrid has reauthorised the performance of the relevant task live (as set out in Ausgrid’s Electrical Safety Rules), and the relevant Ausgrid Response Worker has been authorised by Ausgrid to perform that task. Ausgrid agrees to confirm on request whether any Ausgrid Response Worker is authorised to perform a particular task live.
	3. Further, the Parties acknowledge that, unless otherwise notified in writing by Ausgrid, no Response Worker will be directed or allowed to perform any live work tasks (being work undertaken on or near a part of the network while that part of the network is energised) on or near the Ausgrid electricity network unless Ausgrid has reauthorised the performance of the relevant task live and the relevant Response Worker has been authorised by Ausgrid to perform that task. Ausgrid agrees to confirm on request whether any Response Worker working on or near the Ausgrid network is authorised to perform a particular task live.
	4. Ausgrid may take any action it considers appropriate (including discontinuing some or all of the assistance provided under this MOU) in the event that this requirement is not complied with.

### **DURATION OF THE MOU**

* 1. The terms of this MOU shall apply for the duration of any Response Works.
	2. Other than during the performance of any Response Works, a Party may withdraw from this MOU at any other time by giving each of the other Parties 5 business days’ written notice (being business days in the place in which the withdrawing Party’s registered office is located).
	3. This MOU may be reviewed or revised by the agreement of the Parties at any time to ensure currency.
	4. An operator of an electricity distribution and / or transmission network within a defined area may become a party to this MOU if they have received a copy of this MOU (including any variations) and agreed to become a party. To do this, an authorised representative of that operator must provide the Energy Network Association written confirmation on behalf of the operator that they agree to become a party of this MOU (as varied) as if they were a Party, and must supply their contact information in a form consistent with the Schedule to this MOU. On receipt of that written confirmation in a form satisfactory to it, the Energy Network Association agrees to notify the Parties of the details (including contact information) of the new party.

### **SPECIFIC CONTACT ARRANGEMENTS**

* 1. Contact information for each Party as at the date of this MOU is set out the Schedule to this MOU, with contact to be made in the order of priority set out in the Schedule
	2. A Party may update its contact information from time to time by written notice to the other Parties, but in doing so must ensure that no less detailed information is provided to the other Parties than is set out in the Schedule to this MOU.

### **PAYMENT**

* 1. The Host Party agrees to pay all reasonable expenses at cost incurred by the Supply Party in respect to the provision of Resources for the Response Works (except those costs that the Host Party and Supply Party have agreed will be borne by the Supply Party at its expense) on receipt of a valid tax invoice from the Supply Party and in accordance with the Supply Party’s standard payment terms.
	2. The Supply Party agrees to provide a valid tax invoice and proof of cost incurred at the request of the Host Party.
1. OTHER MATTERS
	1. The Parties agree and acknowledge that this MOU is not intended to (and does not) create a legally binding agreement between the Parties, other than in respect of clause 14 and this clause 15.
	2. No term or provision of this MOU will be construed against a Party on the basis that the MOU or the term or provision in question was put forward or drafted by that Party.

**SCHEDULE**

* 1. Party: Ausgrid Operator Partnership (ABN 78 508 211 731), a partnership trading as “Ausgrid”

| **Priority** | **Name** | **Position** | **Mobile** | **Email** |
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* 1. Party: [***insert details of other DNSPs***]

| **Priority** | **Name** | **Position** | **Mobile** | **Email** |
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**SIGNING PAGES**

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| **Signed for and on behalf of:** |
| **Ausgrid Operator Partnership** (ABN 78 508 211 731**)** by:**In the presence of:**................................................................(Signature of witness) ................................................................(Print name of witness)  | .............................................................................*(Signature)*.............................................................................*(Name)*.............................................................................*(Position)*Date: ................................................... |

|  |  |
| --- | --- |
| **[INSERT DETAILS OF OTHER DNSPS]** by:**In the presence of:**................................................................(Signature of witness) ................................................................(Print name of witness)  | .............................................................................*(Signature)*.............................................................................*(Name)*.............................................................................*(Position)*Date: ................................................... |