

EXECUTION VERSION

## Corporate Services Agreement

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ACTEW Corporation Limited

ActewAGL Distribution, a partnership of Jemena  
Networks (ACT) Pty Limited and ACTEW  
Distribution Limited

## Details

Date 27 / 06 / 2012  
day month year

## Parties

Name ACTEW Corporation Limited  
 ActewAGL House  
 Level 5  
 Canberra ACT 2600  
 ABN 86 069 381 960  
 Short form name ACTEW

Name ActewAGL Distribution, a partnership of Jemena Networks (ACT) Pty Limited  
 and ACTEW Distribution Limited  
 ActewAGL House  
 Level 4  
 Canberra ACT 2600  
 ABN 76 670 568 688  
 Short form name ActewAGL

## Background

- A ActewAGL has been providing corporate services to ACTEW under the UMA and Umbrella Agreement.
- B Subject to completion of the internalisation of the Water Division operations back into ACTEW by ActewAGL under the Transfer Deed, the UMA will be terminated and the provisions of the Umbrella Agreement that deal with services will be amended.
- C ActewAGL has agreed to provide the Services to ACTEW on and from the Completion Date on the terms and conditions of this Contract.

## Contract for the Provision of Services

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# Agreed Terms

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## Part A – Contract

### 1. Definitions and interpretation

#### 1.1 Definitions

In this Contract, except where the contrary intention is expressed, the following definitions are used:

<b>ACTEW Business</b>	the water, wastewater and recycled water business and any other business conducted by ACTEW after the Completion Date.
<b>ACTEW Claims</b>	has the meaning given in clause 18.3(a).
<b>ACTEW Contract Material</b>	has the meaning given in clause 15.3.
<b>ACTEW Material</b>	any Material provided to ActewAGL by ACTEW for the purposes of this Contract.
<b>ACTEW Material Breach</b>	has the meaning given in clause 30.3.
<b>ACTEW Representative</b>	the person identified in item 1 of Schedule 1 or their authorised delegate.
<b>ActewAGL Material Breach</b>	has the meaning given in clause 30.1.
<b>ActewAGL Representative</b>	the person identified in item 2 of Schedule 1 or their authorised delegate.
<b>ActewAGL Software</b>	software (including source or object code) which ActewAGL owns and which ActewAGL uses in the performance of the Services.
<b>Additional Services</b>	any corporate service, including the services described as "NBAU Services" in Schedule 2 and new system implementation and upgrades, but excluding the BAU Services or Excluded Services.
<b>Additional Services Fee</b>	the amount referred to at item 1.2 of Schedule 3 (as escalated each year in accordance with item 1.6 of Schedule 3) that is payable by ACTEW to ActewAGL under this Contract for the provision of the Additional Services, as amended from time to time.
<b>Administration Fee</b>	the amount calculated in accordance with item 1.3 of Schedule 3.
<b>Advisers</b>	(a) the financial or legal advisers of a party; and (b) the respective officers and employees of those financial

	or legal advisers.
<b>Agency Proceedings</b>	has the meaning given in clause 10.5.
<b>Agreed Terms</b>	clauses 1 to 35 of this Contract which set out terms and conditions agreed by the parties.
<b>Business as Usual (BAU) Services</b>	<p>(a) the services described as BAU Services in Schedule 2; and</p> <p>(b) any services incorporated as BAU Services in accordance with clause 5.4 from the date specified in a proposal signed by both parties.</p> <p>For the avoidance of doubt, clause 5.6 clarifies the scope of services required to be provided under this Contract.</p>
<b>BAU Services Fee</b>	the amount calculated in accordance with item 1.1 of Schedule 3 (as escalated each Contract Year in accordance with item 1.6 of Schedule 3).
<b>Business Day</b>	a day that is not a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory under the <i>Holidays Act 1958 (ACT)</i> .
<b>Business Hours</b>	from 8.30am to 5.00pm on a Business Day unless otherwise agreed in writing by the parties.
<b>Change of Control</b>	in respect of a person ( <b>First Person</b> ), that a person (whether alone or in conjunction with others) becomes in a position to Control the First Person where they did not Control the First Person at the Commencement Date. For the avoidance of doubt, the scope of the change of control restrictions are set out in clause 30.4.
<b>Claim</b>	any claim, notice, demand, invoice, action, proceeding, litigation, investigation or judgment, however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort, statute or otherwise.
<b>Claim Notice</b>	<p>the written notice of a Claim setting out reasonable details of the Claim (to be extent known) including:</p> <p>(a) the nature of the Claim;</p> <p>(b) the facts, matters, events or circumstances resulting in the Claim; and</p> <p>(c) a bona fide estimate of the likely amount of the Claim and the basis for that estimate.</p>
<b>Commencement Date</b>	the date on which this Contract commences, as specified in item 3 of Schedule 1.
<b>Completion Date</b>	has the meaning given in the Transfer Deed.
<b>Confidential Information</b>	<p>information that:</p> <p>(a) is by its nature confidential;</p> <p>(b) is designated by a party as confidential; or</p>

	<p>(c) a party knows or ought to know is confidential, but does not include:</p> <p>(d) information that is or becomes public knowledge otherwise than by breach of this Contract or any other confidentiality obligation of the parties.</p>
<b>Consequential Loss</b>	<p>includes:</p> <p>(a) any special, indirect or consequential loss or damage;</p> <p>(b) punitive, aggravated or exemplary damages;</p> <p>(c) loss of anticipated or actual revenue or profit;</p> <p>(d) inability to use equipment;</p> <p>(e) loss of business;</p> <p>(f) economic loss;</p> <p>(g) loss of opportunity;</p> <p>(h) downtime costs;</p> <p>(i) loss of goodwill; and</p> <p>(j) wasted overheads,</p> <p>but does not include the loss of the use of data.</p>
<b>Contract</b>	this Contract between ACTEW and ActewAGL, as varied from time to time in accordance with clause 35.2, and includes its schedules and any attachments.
<b>Contract Governance Group</b>	has the meaning given in clause 13.
<b>Contract Material</b>	any Material created by ActewAGL on or following the Commencement Date for the purpose of performing its obligations under this Contract.
<b>Contract Year</b>	each period of 12 months within the Term starting on 1 July and ending on 30 June in the following year (provided that the first Contract Year will commence on the Commencement Date and end on the 30 June in the following year).
<b>Control</b>	<p>in respect of a corporation includes the possession directly or indirectly of the power, whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights, directly or indirectly to:</p> <p>(a) control more than 50% of the membership of the board of directors or other governing body of the corporation;</p> <p>(b) control more than 50% of its voting shares; or</p> <p>(c) otherwise direct or cause the direction of the management and policies of the corporation,</p> <p>whether by means of trusts, agreements, arrangements, understandings, practices, the ownership of any interest in shares</p>

	or rights over or in respect of shares.
<b>Core KPI</b>	those KPIs identified in Schedule 2 as Core KPIs.
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth) as amended or modified from time to time.
<b>Costs</b>	includes costs and expenses, unrecovered capital expenditure and the internal costs of ActewAGL (including overheads and administration).
<b>De-scope</b>	a de-scope of a Major Service Category in accordance with clause 7.2.
<b>De-scope Test</b>	has the meaning given to it in clause 7.2.
<b>Emergency KPI</b>	those KPIs identified in Schedule 2 as Emergency KPIs.
<b>Employees</b>	the employees of ActewAGL that are wholly or partly engaged in the provision of the relevant Services to ACTEW under this Contract.
<b>End Date</b>	the date on which this Contract ends, as specified in item 4 of Schedule 1.
<b>Excluded Services</b>	the services described as "Excluded Services" in Schedule 2.
<b>Existing Third Party Contracts</b>	the contracts for the provision of goods and/or services entered into by ActewAGL with third parties prior to the date of this Contract and listed in Schedule 9.
<b>Final Decision</b>	a final report and price direction given by the ICRC in respect of pricing for the regulated aspects of the ACTEW Business, under section 20(1) of the <i>Independent Competition and Regulatory Commission Act 1997</i> (ACT).
<b>General Liability Cap</b>	has the meaning given in clause 18.2(a).
<b>HR Records</b>	<p>any Contract Material that comprises:</p> <ul style="list-style-type: none"> <li>(a) personnel records;</li> <li>(b) training records; and</li> <li>(c) any other records that the parties agree in writing are "HR Records" for the purpose of this Contract,</li> </ul> <p>in each case relating to the employees of ACTEW and which are generated, maintained or managed by the ActewAGL human resources team covering the period for which those person are employees of ACTEW.</p>
<b>ICRC</b>	the Independent Competition and Regulatory Commission established under the <i>Independent Competition and Regulatory Commission Act 1997</i> (ACT).
<b>Incoming Service Provider</b>	ACTEW or a third party nominated by ACTEW for the purposes of clause 33.1.
<b>Insolvent</b>	<b>ACTEW</b> is Insolvent if:



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- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act);
  - (b) it has had a Controller (as defined in the Corporations Act) appointed or is in liquidation, in provisional liquidation, under administration or wound up or has had a receiver or manager appointed to any part of its property, and such appointment has not been revoked, discharged, stayed, enjoined or withdrawn within 20 Business Days;
  - (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other party to this Contract);
  - (d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with ACTEW, which is preparatory to or could result in any of paragraphs (a), (b) or (c) above;
  - (e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;
  - (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this Contract reasonably deduces it is so subject); or
  - (g) something having a substantially similar effect to any of paragraphs (a) to (f) happens in connection with ACTEW under the law of any jurisdiction.

**ActewAGL is Insolvent if:**

- (a) any of paragraphs (a) to (g) in the above definition of "Insolvent" for ACTEW occurs in connection with Jemena Networks (ACT) Pty Limited; or
- (b) ActewAGL were a body corporate it would be regarded as "Insolvent".

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**Interest Rate**

the 90 day Bank Bill Swap Reference Rate displayed on Bloomberg screen page BBSW (or its replacement page) at around 10.15am (Sydney time) on the date that the amount first becomes due and payable plus 3%.

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**Intellectual Property Rights**

all intellectual property rights, including:

- (a) copyright, rights in relation to inventions, patents, trademarks (including goodwill in those marks), designs, domain names, any right to have confidential information kept confidential, trade secrets, know how, rights in
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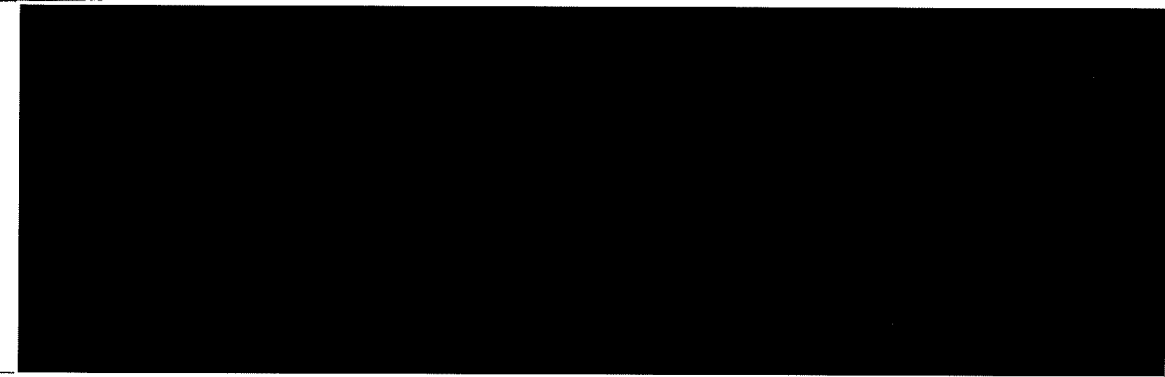
	<p>relation to circuit layouts;</p> <p>(b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and</p> <p>(c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere,</p> <p>whether or not such rights are registered or capable of being registered.</p>
<b>Key Performance Indicators or KPIs</b>	the key performance indicators for a particular BAU Service, set out in Schedule 2.
<b>Key Personnel</b>	<p>persons employed by ActewAGL who are key to the delivery of Services under this Contract as follows:</p> <p>(a) the Human Resources Manager for ACTEW;</p> <p>(b) the person with primary responsibility for ACTEW's regulatory and customer affairs; and</p> <p>(c) any other person agreed by the parties in writing during any annual review conducted in accordance with clause 6.1 to be "Key Personnel" for the purpose of this Contract.</p>
<b>Law</b>	includes any binding industry or other code, operating licence, statute, regulation, ordinance, other applicable law, whether local, territory, state or federal, including any lawfully binding determination, decision, decree, edict, declaration, ruling, order or other similar pronouncement validly issued by any government, court or authority.
<b>Liabilities</b>	liabilities, losses, damages, outgoings, costs and expenses of whatever description and whether past, historic, present, immediate or future.
<b>Major Service Category</b>	<p>each of the following categories of BAU Services set out in Schedule 2:</p> <p>(a) Accounts Payable;</p> <p>(b) Business Systems;</p> <p>(c) Oracle Application Support;</p> <p>(d) Property and Security;</p> <p>(e) HR Service Centre;</p>

	<p>(f) Other Human Resources;</p> <p>(g) Networks Division;</p> <p>(h) Regulatory Affairs and Pricing;</p> <p>(i) Treasury;</p> <p>(j) Tax;</p> <p>(k) Accounting;</p> <p>(l) Procurement;</p> <p>(m) Internal Audit;</p> <p>(n) Legal Services;</p> <p>(o) Records Management Services;</p> <p>(p) Publications Services;</p> <p>(q) Risk Management; and</p> <p>(r) Environmental Health Safety and Quality.</p>
<b>Material</b>	includes property, information, documentation or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.
<b>Material Adverse Effect</b>	any event, condition or change which significantly adversely affects the assets, liabilities, financial results, operations, employees or business of a party.
<b>New Material</b>	Material created by a party independently of the provision of Services under this Contract after the date of this Contract.
<b>New Third Party Contract</b>	any contract entered into by ActewAGL with third parties after the date of this Contract where the third party provides certain goods and services to both ActewAGL and ACTEW in accordance with clause 11.3.
<b>Non-Compliant Services</b>	has the meaning given in clause 12.2.
<b>Partnership</b>	the partnership between Jemena Networks (ACT) Pty Limited and ACTEW Distribution Limited established under the Partnership Agreement.
<b>Partnership Agreement</b>	the partnership agreement dated 3 October 2000 between Jemena Networks (ACT) Pty Limited (formerly AGL Gas Company (ACT) Pty Limited and prior to that AGL Gas Company (ACT) Limited) and ACTEW Distribution Limited (formerly ECOWISE Services Limited).
<b>Pre-existing Material</b>	Material owned by a party before the Commencement Date.
<b>Privacy Act</b>	the <i>Privacy Act 1988</i> (Cth), as amended or modified from time to time.

<b>Regulatory Period</b>	for each Final Decision made after the Regulatory Period ending on 30 June 2013, the period for which that Final Decision is stated to apply, provided that: <ul style="list-style-type: none"> <li>(a) if the period for which a Final Decision is stated to apply is varied by the ICRC, the regulatory period is that period as varied; and</li> <li>(b) if no Final Decision is made by the end of a regulatory period (as varied under paragraph (a) above), the next regulatory period is the period of 5 years from the end of that regulatory period, or the period until a Final Decision is made, whichever is the shorter period.</li> </ul>
<b>Reimbursable Fees</b>	has the meaning given in clause 11.5.
<b>Related Entities</b>	has the meaning given to related body corporate in section 50 of the Corporations Act.
<b>Relevant Provisions</b>	clauses 9.1(b), 9.1(f), 9.1(i), 10.2(a), 10.3(a) and 10.3(b).
<b>Retained Contracts</b>	has the meaning given in the Transfer Deed.
<b>Schedule of Delegations</b>	the delegations granted by ACTEW to ActewAGL in respect of ActewAGL acting as ACTEW's agent pursuant to clause 10, as set out in Schedule 5 and updated from time to time by agreement of the parties in writing.
<b>Schedules</b>	the schedules to this Contract.
<b>Secondment Agreement</b>	the agreement so entitled between ActewAGL and ACTEW to be entered into prior to the Commencement Date in respect of the temporary secondment of front office treasury staff of ActewAGL to ACTEW.
<b>Severance and Redundancy Costs</b>	any payment made or to be made by ActewAGL to Employees of ActewAGL as a result of the termination of their employment and any related Costs in connection with that termination (such as legal and placement service Costs incurred in connection with that termination). Such payment does not include any payment for accrued and untaken or pro rata entitlements for annual leave, sick leave or long service leave.
<b>Services</b>	the services provided, or to be provided, under this Contract, being: <ul style="list-style-type: none"> <li>(a) BAU Services; and</li> <li>(b) Additional Services set out in a proposal signed by both parties pursuant to clause 5.</li> </ul>
<b>Split Contracts</b>	has the meaning given in the Transfer Deed.
<b>Sunset Date</b>	has the meaning given in the Transfer Deed.
<b>TAAA</b>	the Triple A Alliance Agreement between ACTEW and ActewAGL dated 17 December 2008, as amended, and includes all agreements, arrangements and understandings (whether formal

	or informal, written or verbal) between ACTEW and ActewAGL in respect of its subject matter.
<b>Term</b>	the period from the Commencement Date to the End Date.
<b>Third Party Claims</b>	has the meaning given in clause 18.3(b).
<b>Third Party Contracts</b>	Existing Third Party Contracts and New Third Party Contracts.
<b>Transfer Deed</b>	the deed dated 3 May 2012 between ActewAGL and ACTEW.
<b>Transition out plan</b>	the transition out plan developed by ActewAGL and approved by ACTEW in accordance with clause 33.2.
<b>Treasury Services</b>	the front office treasury services set out in 9.1 of Schedule 2 (being BAU Services #229 to #234).
<b>UMA</b>	the Utilities Management Agreement between ACTEW and ActewAGL dated 25 July 2005 (as amended by the Deed of Amendment dated 24 August 2010), and includes all Side Agreements (as defined in clause 59.1 of the UMA) and all other agreements, arrangements and understandings (whether formal or informal, written or verbal) between ACTEW and ActewAGL in respect of its subject matter.
<b>Umbrella Agreement</b>	the document entitled "Actew/AGL Umbrella Agreement" dated 3 October 2000 between ACTEW, Jemena Limited ((ABN 95 052 167 405) formerly known as The Australian Gas Light Company), AGL Energy Limited (ABN 74 115 061 375), ACTEW Distribution Limited ((ABN 83 073 025 224) formerly known as Ecowise Services Limited), ACTEW Retail Limited ((ABN 23 074 371 207) formerly known as ACTEW Energy Limited), Jemena Networks (ACT) Pty Limited ((ABN 24 008 552 663) formerly known as AGL Gas Company (ACT) Pty Limited), AGL ACT Retail Investments Pty Limited (ABN 53 093 631 586) and SPI (Australia) Assets Pty Ltd ((ABN 60 126 327 624) which acceded by Deed of Accession and Release dated 6 September 2007 in place of Alinta Limited (ACN 119 985 590) formerly known as Alinta Mergeco Limited) as amended, varied, supplemented, replaced, altered, novated, assigned, acceded or consented, whether expressly or impliedly, from time to time (including as amended with effect from the Completion Date).





<b>Wilful Misconduct</b>	an act or omission of ActewAGL in breach of this Contract or a Third Party Contract that is known by ActewAGL (including an employee of ActewAGL who participated in the act or omission) to be a breach, and knowing that the breach will cause harm or injury, yet intentionally and wilfully persisted in with disregard to its likely consequences.
<b>WM&amp;F Cap</b>	has the meaning given in clause 18.2(b).
<b>WM&amp;F Claims</b>	a Claim by ACTEW or a counter-party to a Third Party Contract against ActewAGL relating to any Wilful Misconduct of, or fraud by, ActewAGL under this Contract or a Third Party Contract (as applicable).

## 1.2 Interpretation

In this Contract, except where the contrary intention is expressed:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph or schedule is to a clause or paragraph of, or schedule to, this Contract;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Canberra, Australia time;
- (g) a reference to a party is to a party to this Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;

- (k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (l) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (m) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Contract or any part of it; and
- (n) headings are for ease of reference only and do not affect interpretation.

## 2. Priority of Contract documents

If there is inconsistency between any of the documents forming part of this Contract, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

- (a) Agreed Terms;
- (b) Schedules;
- (c) any attachments to the Schedules; and
- (d) documents incorporated by reference in this Contract.

## 3. Condition Precedent

### 3.1 Condition

This Contract (other than this clause 3 and clauses 1, 19, 27, 28 and 35) has no effect unless the following condition precedent is satisfied on or before the Sunset Date or another date agreed by the parties in writing:

<b>Condition</b>	<b>Party entitled to benefit</b>
The Completion of the sale of the Assets (as defined in the Transfer Deed) under the Transfer Deed	ACTEW and ActewAGL

### 3.2 Failure of Condition

A party may terminate this Contract by giving notice in writing to the other party if the condition precedent in clause 3.1 is not satisfied before 5.00pm on the Sunset Date or other date agreed by the parties in writing.

### 3.3 Effect of termination

On termination of this Contract under clause 3.2:

- (a) clauses 28 and 35 continue to apply; and
- (b) subject to clause 3.3(a) the parties are released from further performing their obligations under this Contract.

### 3.4 Treasury Services

- (a) Notwithstanding clauses 3.1 and 9.1, ActewAGL is not required to perform any Treasury Services under this Contract, until the receipt by ActewAGL of:
  - (i) an Australian Financial Services Licence (**AFSL**) issued by the Australian Securities and Investments Commission (**ASIC**) authorising ActewAGL to perform the Treasury Services; or
  - (ii) an exemption from ASIC of the requirement under applicable laws to obtain an AFSL for the purpose of performing the Treasury Services (an **Exemption**).
- (b) ActewAGL will use its best endeavours to obtain an AFSL or an Exemption as soon as practicable following the execution of this Contract.
- (c) ActewAGL will inform ACTEW as soon as practicable upon receipt of an AFSL or an Exemption (as the case may be).
- (d) The Secondment Agreement will automatically terminate:
  - (i) upon receipt of an AFSL or an Exemption by ActewAGL; or
  - (ii) on the anniversary of the Commencement Date if an AFSL or an Exemption has not been received by ActewAGL by that time.
- (e) If two months prior to the anniversary of the Commencement Date, ActewAGL considers that it is reasonably likely that the Secondment Agreement will be terminated in the manner contemplated by clause 3.4(d)(ii), ActewAGL must provide ACTEW with up to two months of assistance in relation to the establishment of an internal treasury function within ACTEW as may be reasonably required by ACTEW. ActewAGL must bear its own Costs in complying with this clause 3.4(e).

## 4. Duration of Contract

This Contract begins on the Commencement Date and continues for the duration of the Term unless earlier terminated in accordance with clause 31.

## 5. Additional Services

### 5.1 ActewAGL to initiate proposal

At any time during the Term, ActewAGL may provide a proposal for an Additional Service to ACTEW. Any proposal provided pursuant to this clause 5.1 must be in the form required by clause 5.3(b).

### 5.2 ACTEW may request ActewAGL to provide a proposal

- (a) At any time during the Term, ACTEW may request ActewAGL to provide a proposal for an Additional Service.
- (b) A request by ACTEW under clause 5.2(a) must:
  - (i) be in writing;
  - (ii) be substantially in the form set out at Schedule 4;
  - (iii) contain the details of the scope and timing for delivery of the Additional Services requested to be provided (including whether the Additional Services are requested to be treated as BAU Services from a future date); and
  - (iv) be signed by the ACTEW Representative.



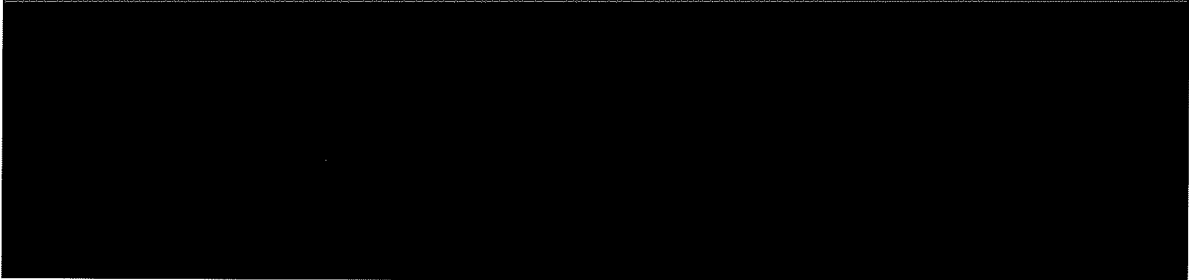
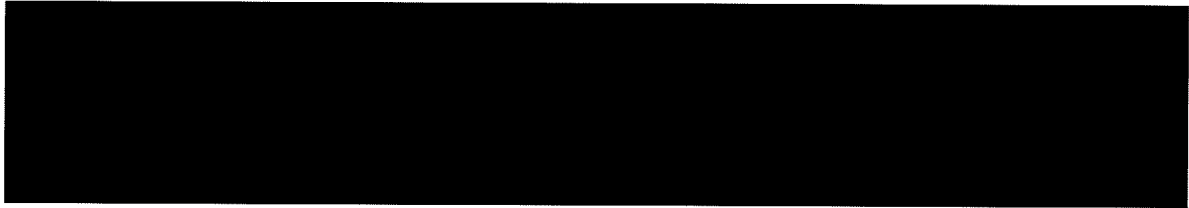
### 5.3 ActewAGL to respond to request

- (a) If ActewAGL receives a request for proposal for the provision of Additional Services from ACTEW in accordance with clause 5.2 or clause 8.3(c) applies, ActewAGL must, subject to clause 5.3(c), provide ACTEW with a proposal as soon as practicable and in any event within 45 Business Days.
- (b) A proposal by ActewAGL under clause 5.3(a) must:
  - (i) be in writing;
  - (ii) be substantially in the form set out at Schedule 4;
  - (iii) contain ActewAGL's proposed approach to the provision of the requested Additional Services, including ActewAGL's Additional Services fee (and any adjustments to the BAU Service Fees where the Additional Services are to be treated as BAU Services from a future date);
  - (iv) the timeframe for the provisions of the requested Additional Services; and
  - (v) be signed by the ActewAGL Representative.
- (c) If ActewAGL will incur additional Costs in preparing a proposal in accordance with this clause 5.3, it will notify ACTEW and provide ACTEW with an estimate of such Costs (such Costs to be reasonable). If ACTEW accepts the estimate of the Costs, ActewAGL will prepare the proposal and ACTEW will pay the reasonable Costs of preparing that proposal up to the agreed estimate. If ACTEW does not agree to the estimate of Costs, ActewAGL is not required to provide a proposal in accordance with this clause 5.3.

### 5.4 ACTEW to consider proposal

- (a) ACTEW must within 30 Business Days (unless a longer period is allowed for in the proposal) of receiving a proposal under clause 5.1 or 5.3(a):
  - (i) accept the proposal by signing it and notify ActewAGL of the acceptance of the proposal; or
  - (ii) reject the proposal and notify ActewAGL of the reasons for rejection.
- (b) If ACTEW accepts the proposal (or any adjusted proposal agreed by the parties if ACTEW initially rejects a proposal and the parties are able to agree an alternative proposal):
  - (i) this Contract is taken to be amended from the date specified in the proposal as signed by both parties to include the Additional Services set out in the proposal as an Additional Service to be provided as part of the Services;
  - (ii) item 1.2 of Schedule 3 is taken to be amended from the date specified in the proposal as signed by both parties to include the Additional Services fees set out in the proposal as Additional Services Fee;
  - (iii) ActewAGL must commence providing the Additional Services from the day set out in the proposal as signed by both parties on the terms and conditions of this Contract and ACTEW must pay the Additional Services Fee in relation to that Additional Service; and
  - (iv) if the proposal as signed by both parties specifies that particular Additional Services are to be treated as BAU Services from a future date, then this

Contract is taken to be amended accordingly (including any specified adjustment to the BAU Services Fee) from the date specified in that proposal.



**5.7 Good faith**

The parties will exercise good faith in exercising their rights, and performing their obligations, pursuant to clauses 5.1 to 5.4.





## 6. Reviews of scope of BAU Services

### 6.1 Annual review

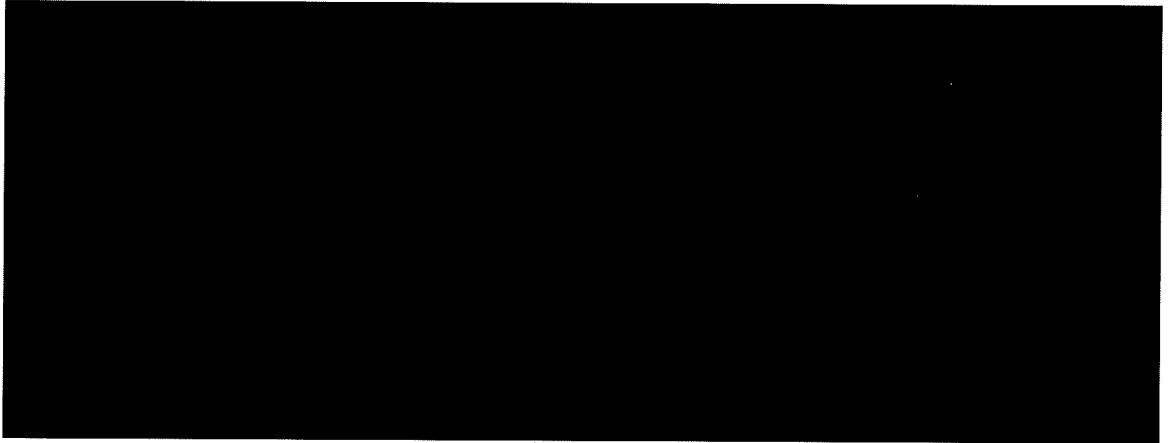
At least 45 days prior to the start of each Contract Year (other than the first Contract Year), the parties will review the scope of the Services and the definition of Key Personnel and may agree to vary this Contract to:

- (a) include any Additional Services that are not temporary in nature as BAU Services;
- (b) adjust the BAU Services Fees and any Additional Services Fees accordingly; and
- (c) add persons as Key Personnel for the purpose of this Contract.

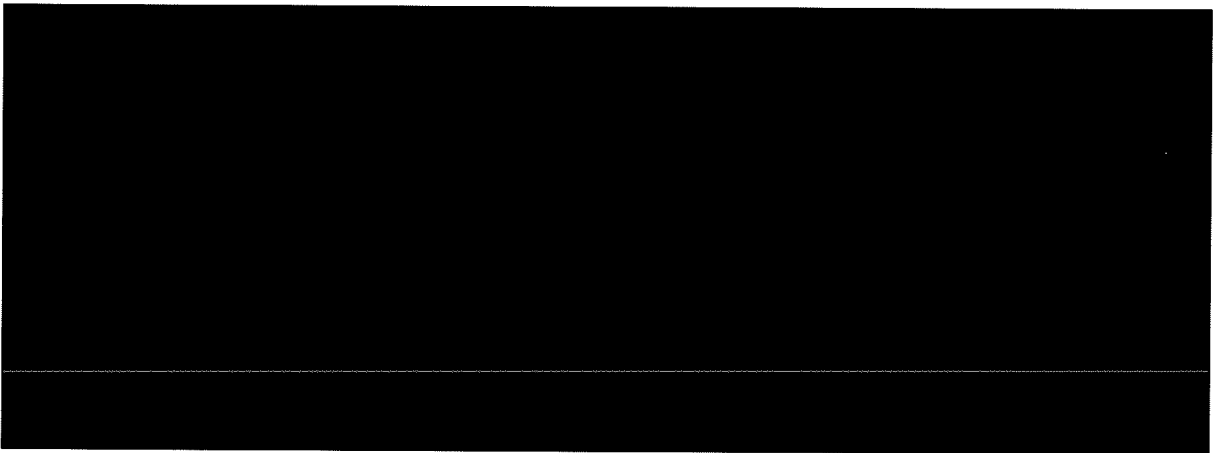
### 6.2 Regulatory Periods

- (a) Promptly after each Final Decision during the Term, the parties will review the scope of the BAU Services and, having regard to:





7. Reduction in scope





## Part B – Services

### 8. Obligations of ACTEW

#### 8.1 General obligations

ACTEW must:

- (a) provide to ActewAGL all information reasonably required by ActewAGL to perform the Services, that comes into the possession, custody or control of ACTEW on terms which allow its disclosure to ActewAGL (which ACTEW will endeavour to secure);
- (b) keep ActewAGL informed about matters affecting the Services of which ACTEW becomes aware and invite ActewAGL to relevant meetings and briefings reasonably necessary to assist ActewAGL provide the Services in accordance with this Contract (where ACTEW is able to invite attendees);
- (c) provide reasonable assistance in relation to the compliance by ActewAGL with legal requirements affecting the operation of the delivery of the Services by ActewAGL;
- (d) respond to ActewAGL's requests for instructions or information in a timely and professional manner;
- (e) provide sub-licences or extend existing licences to ActewAGL at no Cost to ActewAGL, relevant to any Intellectual Property Rights held by ACTEW and which is required by ActewAGL to perform the Services in accordance with this Contract;

- (f) without limiting ActewAGL's obligations under this Contract to assist ACTEW to comply with regulatory requirements, comply with applicable law which relates to, or which may affect, the delivery of the Services by ActewAGL;
- (g) not do, or omit to do, anything that it knows or ought to know will put ActewAGL in breach of any agreement, arrangement or understanding with a third party or other legal obligation that relates to the Services;
- (h) ensure that the provision of any Material under this Contract by ACTEW does not infringe the Intellectual Property Rights of any third party; and
- (i) on reasonable notice, allow any employees or contractors nominated by ActewAGL to have access to premises owned or occupied by ACTEW to the extent necessary for the provision of the Services.

## **8.2 Failure to provide assistance**

ActewAGL is not required to provide Services (or meet the KPIs) to the extent that, to do so, ActewAGL requires information, Material, assistance, access to premises or any form of input from ACTEW (or ACTEW's contractors) and that is not provided by ACTEW (or the relevant ACTEW contractor). ActewAGL will only be entitled to relief under this clause 8.2 if it has notified ACTEW (or the relevant ACTEW contractor) of the relevant input and the timeframe within which the input is required (such timeframe to be reasonable).

## 9. Provision of Services

### 9.1 Services obligations

ActewAGL must provide the Services and, in providing the Services, ActewAGL must:

- (a) ensure that the Services are performed in accordance with good industry standards;
- (b) act in accordance with all applicable Laws;
- (c) act honestly in the performance of the Services and ActewAGL's other obligations under this Contract;
- (d) exercise reasonable care, diligence and skill in the undertaking of all of the Services;
- (e) perform all of the Services in a timely and professional manner;
- (f) act in the best interest of ACTEW with respect to Third Party Contracts, provided that this sub-paragraph (f) does not require ActewAGL to subordinate its own interests in dealing with the counter-parties to the Third Party Contracts to the interests of ACTEW;
- (g) to the extent practicable in the circumstances, provide sub-licences or extend existing licences to ACTEW (at ACTEW's cost), relevant to any Intellectual Property Rights of third parties held by ActewAGL and which are required by ACTEW to receive the benefit of the Services in accordance with this Contract;
- (h) ensure that the provision of any Contract Material under this Contract does not infringe the Intellectual Property Rights of any third party; and
- (i) give no less priority to ACTEW within each Major Service Category than it gives itself and ActewAGL Retail.

## 9.2 Subcontracting

- (a) Subject to clause 13.6, ActewAGL may from time to time during the Term subcontract performance of its obligations under this Contract.
- (b) Except for services obtained under Third Party Contracts, ActewAGL is fully responsible for the provision of the Services even if ActewAGL subcontracts any aspect of the provision of the Services.
- (c) For the avoidance of doubt, Third Party Contracts are not subcontracts for the purposes of this Contract.

## 9.3 Services under Umbrella Agreement

ACTEW acknowledges and agrees:

- (a) subject to paragraph (b), that the corporate services previously required to be provided by ActewAGL to ACTEW under the UMA and the Umbrella Agreement are now to be provided and paid for as BAU Services under this Contract; and
- (b) that it will not receive or seek to receive any corporate services from ActewAGL under:
  - (i) the Umbrella Agreement on and from the Commencement Date other than those expressly contemplated by clauses 15.1 and 15.2 of the Umbrella Agreement (as amended with effect from the Completion Date); or
  - (ii) unless otherwise agreed in writing, other than under this Contract or the Umbrella Agreement, any other agreement, arrangement or understanding.

## 9.4 Advisory services only

ACTEW acknowledges and the parties agree that:

- (a) the Services to be provided by ActewAGL under this Contract are either only advisory in nature or involve the administrative or practical implementation by ActewAGL of decisions already made by ACTEW; and
- (b) nothing in this Contract or otherwise:
  - (i) requires or permits any ActewAGL employee or officer to make, or participate in making, decisions that affect the whole, or a substantial part, of the ACTEW Business; or
  - (ii) is to be interpreted in a way that requires or permits an ActewAGL employee or officer to:
    - (A) convey his or her instructions or wishes to the directors and management or employees of ACTEW or its related bodies corporate except as advice only; or
    - (B) take or omit to take any action that might affect significantly the financial standing of ACTEW or its related bodies corporate.

## 9.5 Assets transferred under the Transfer Deed

- (a) If ActewAGL receives a notice from a third party that relates to the assets transferred from ActewAGL to ACTEW under the Transfer Deed, ActewAGL must forward that notice to ACTEW as soon as reasonably practicable.
- (b) If an asset transferred from ActewAGL to ACTEW under the Transfer Deed is physically located on premises owned or occupied by ActewAGL at any time,



ActewAGL must allow any employees nominated by ACTEW to have access, on reasonable notice, to that asset at all reasonable times and at ACTEW's cost.

## 10. Agency and delegation

### 10.1 Appointment

Subject to clause 10.2 and this Contract, ACTEW appoints ActewAGL as ACTEW's agent:

- (a) to acquire the following goods and services on and from expiry of any relevant Existing Third Party Contract:
  - (i) operational vehicle fleet; and
  - (ii) information technology equipment; and
- (b) as otherwise provided in this Contract or as agreed in writing between the parties.

### 10.2 Scope

- (a) In acting as ACTEW's agent pursuant to clause 10.1 ActewAGL shall comply with and not act beyond its authority under the Schedule of Delegations, without ACTEW's prior written approval (which must not be unreasonably withheld or delayed).
- (b) ACTEW may directly exercise any of its rights under any of the contracts referred to in clause 10.1 at any time, but must provide ActewAGL with reasonable prior written notice of it doing so.

### 10.3 Acting as agent

In acting as ACTEW's agent pursuant to clause 10.1, ActewAGL must:

- (a) act in ACTEW's best interests (but without limiting ActewAGL's ability to enforce, benefit from or rely on any of its rights, entitlements or benefits under this Contract); and
- (b) manage the contracts referred to in clause 10.1:
  - (i) in accordance with those contracts;
  - (ii) with reasonable care, diligence and skill;
  - (iii) in a timely and professional manner; and
  - (iv) in accordance with ACTEW's reasonable instructions.

## 10.5 Proceedings

- (a) ActewAGL may not commence any proceedings, litigation, or any other action against, or settle any legal action with, the other party to any contract referred to in clause 10.1 (**Agency Proceedings**), without the prior consent of ACTEW (such consent not to be unreasonably withheld or delayed). If ACTEW unreasonably withholds its consent to any Agency Proceedings, after ActewAGL has informed ACTEW of the consequences of not undertaking the relevant Agency Proceedings, then ActewAGL will not be liable for its failure to perform the Services to the extent it cannot perform them due to the Agency Proceedings not being undertaken.
- (b) ACTEW may, acting reasonably, direct that ActewAGL as ACTEW's agent commence any proceedings, litigation, Claim or start any other action against, or settle any matter or action with, the other party to any contract referred to in clause 10.1, at ACTEW's cost and expense. ActewAGL must comply with any such direction if it is reasonable.

## 11. Third Party Contracts

### 11.1 Existing Third Party Contracts

The parties acknowledge and agree that:

- (a) subject to paragraph (b), ActewAGL will only provide contract management services for ACTEW in relation to an Existing Third Party Contract as part of the Services under this Contract for so long as the relevant Existing Third Party Contract remains in force and ActewAGL's obligation to provide a particular contract management service will cease with the expiration or early termination of the relevant Third Party Contract (a **Terminating TPC**). If paragraph (b) does not apply in respect of one or more Third Party Contract(s), the parties acknowledge that there may be an adjustment to the BAU Services Fee in relation to the contract management services for the Terminating TPC which are no longer provided under this Contract;
- (b) where a Terminating TPC ceases to remain in force as contemplated by paragraph (a), but ACTEW requires that a new Third Party Contract is entered into in respect of some or all or of the services provided under the Terminating TPC, the parties must use their reasonable endeavours to agree the services to be provided under, and the terms of, a new contract (which will be a New Third Party Contract for the purposes of this Contract);
- (c) ActewAGL will continue to provide contract management services for ACTEW under this Contract in relation to any New Third Party Contract (or any replacement to that contract during the Term) entered into as contemplated in clause 11.1(b); and
- (d) if paragraph (c) applies in respect of one or more New Third Party Contract(s), the parties acknowledge that there may be an adjustment to the BAU Services Fee in relation to the contract management services for the New Third Party Contracts which are managed by ActewAGL under this Contract unless those contract management services are already covered under the BAU Services Fee.

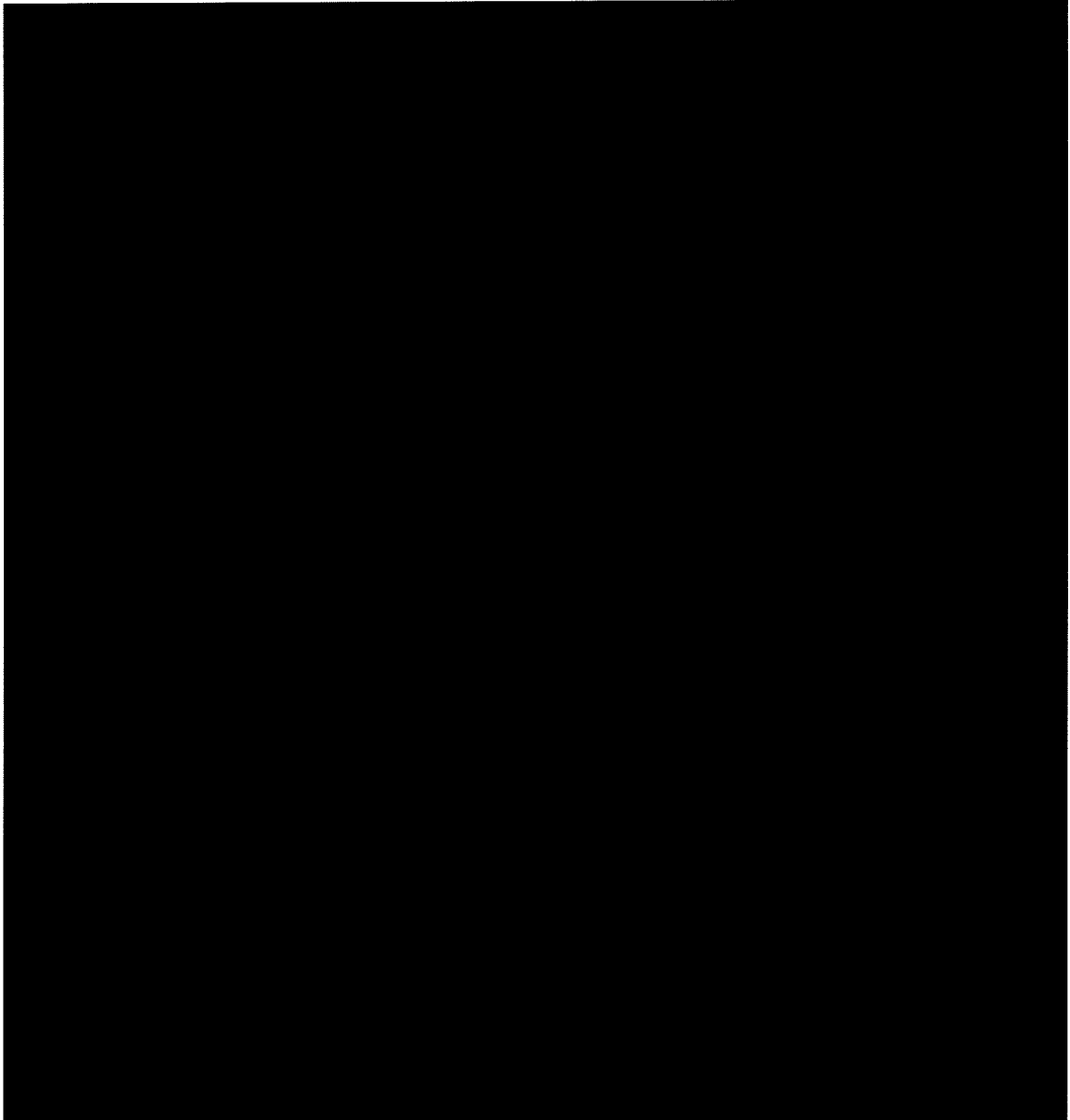
### 11.2 Reconciliation

- (a) Within 3 months of the Commencement Date, the parties must negotiate in good faith to determine, subject to clause 11.2(b), which Third Party Contracts should remain subject to this Contract and any resulting variations to this Contract.

- (b) The parties acknowledge that each of the Retained Contracts and the relevant Split Contracts will remain subject to this Contract until clause 11.2(a) applies in respect of them.

### **11.3 New Third Party Contracts**

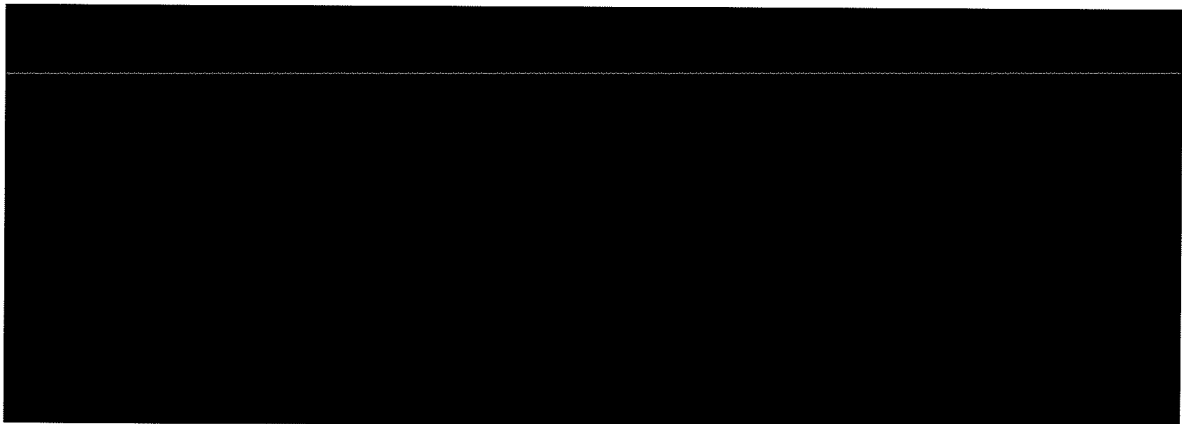
- (a) ActewAGL may from time to time during the Term enter into New Third Party Contracts in respect of goods and services required to be provided to ACTEW in order to operate the ACTEW Business provided that:



### **11.4 Contract management**

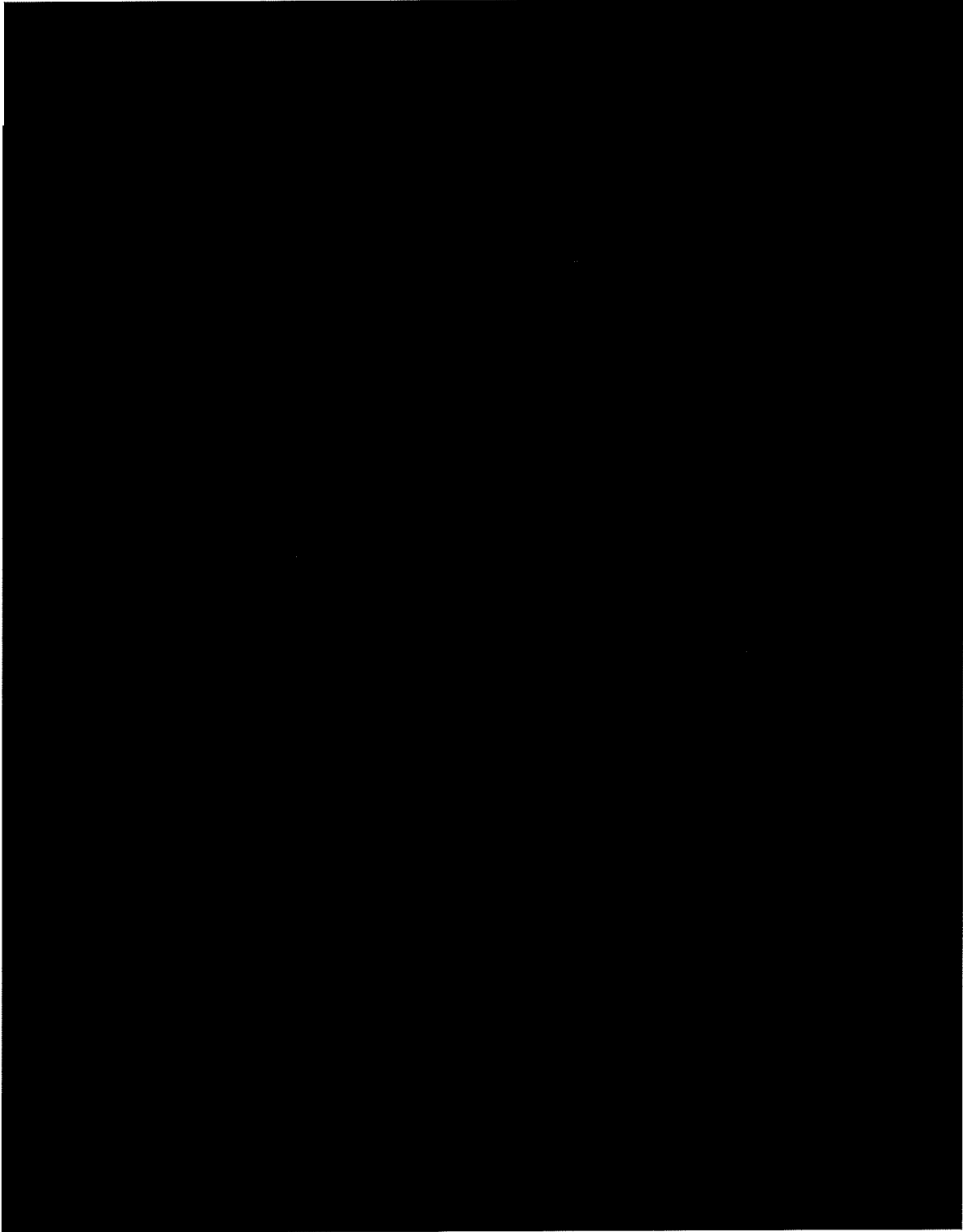
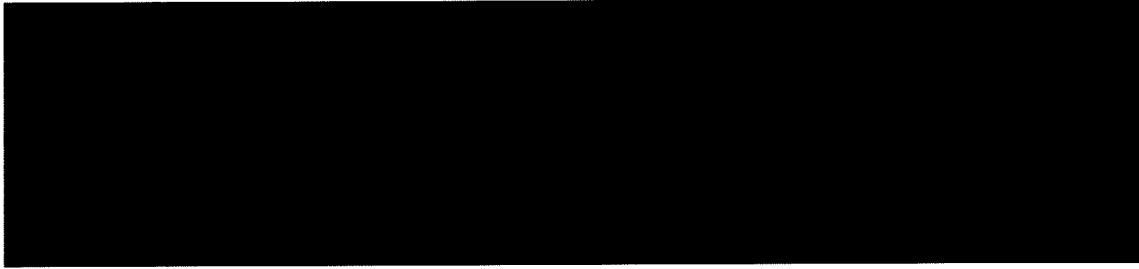
- (a) ActewAGL must manage the Third Party Contracts:
  - (i) in accordance with those contracts;
  - (ii) in accordance with good industry standards;
  - (iii) with reasonable care, diligence and skill;
  - (iv) in a timely and professional manner; and

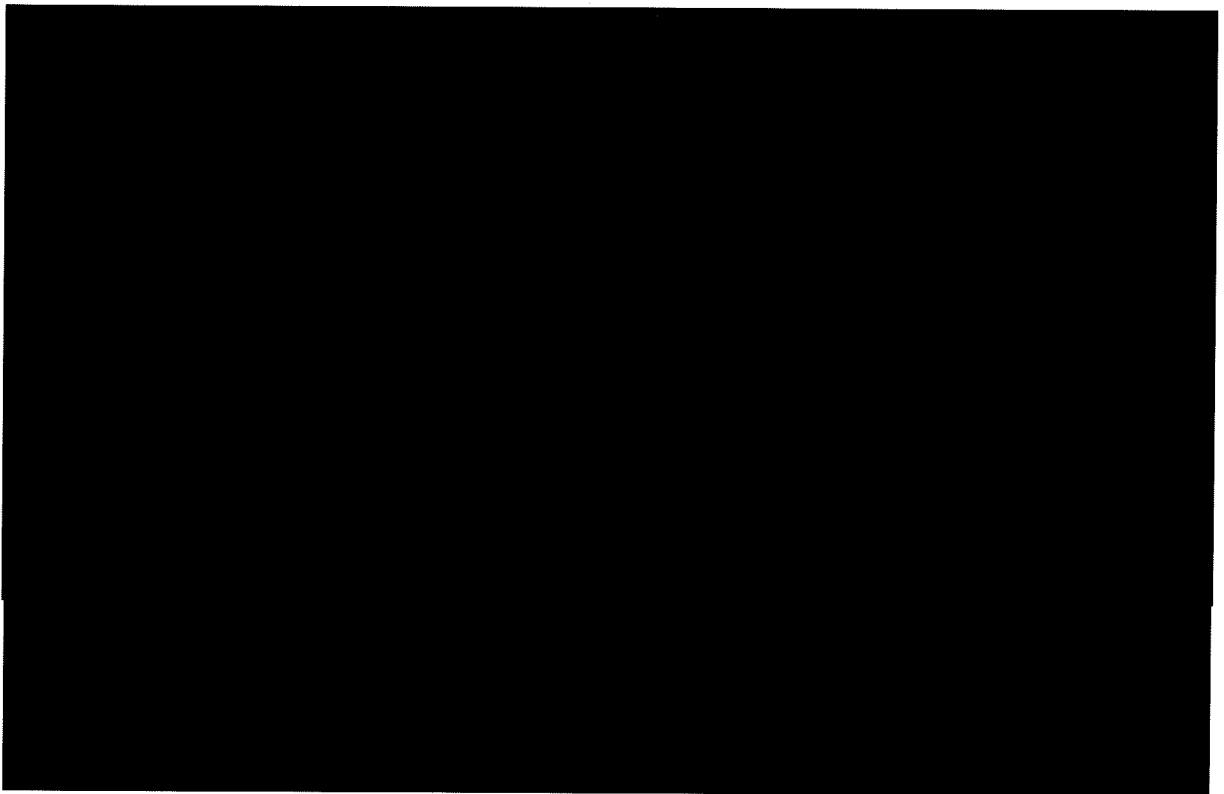
- (v) in co-operation with ACTEW considering ACTEW's interest in the Third Party Contracts in order to:
  - (A) facilitate ACTEW's receipt of the services provided by the third parties and
  - (B) assist ACTEW to resolve any issues arising in the provision of the services by the relevant third party.
- (b) ActewAGL must keep ACTEW informed of material developments in relation to Third Party Contracts which affect, or are likely to affect, ACTEW's receipt of the services under a relevant Third Party Contract, including:
  - (i) any material breaches of the Third Party Contract by the third party provider or allegations by the third party provider that ActewAGL is in material breach of a Third Party Contract; and
  - (ii) any proposal by ActewAGL (or any proposal by a counterparty to a Third Party Contract of which ActewAGL become aware) to terminate a Third Party Contract prior to expiry.
- (c) ActewAGL must maintain an up-to-date list of current Third Party Contracts (including counterparty names, summary of services, contract values [REDACTED] and expiry dates) and must provide a copy of the list to ACTEW as soon as practicable upon request.

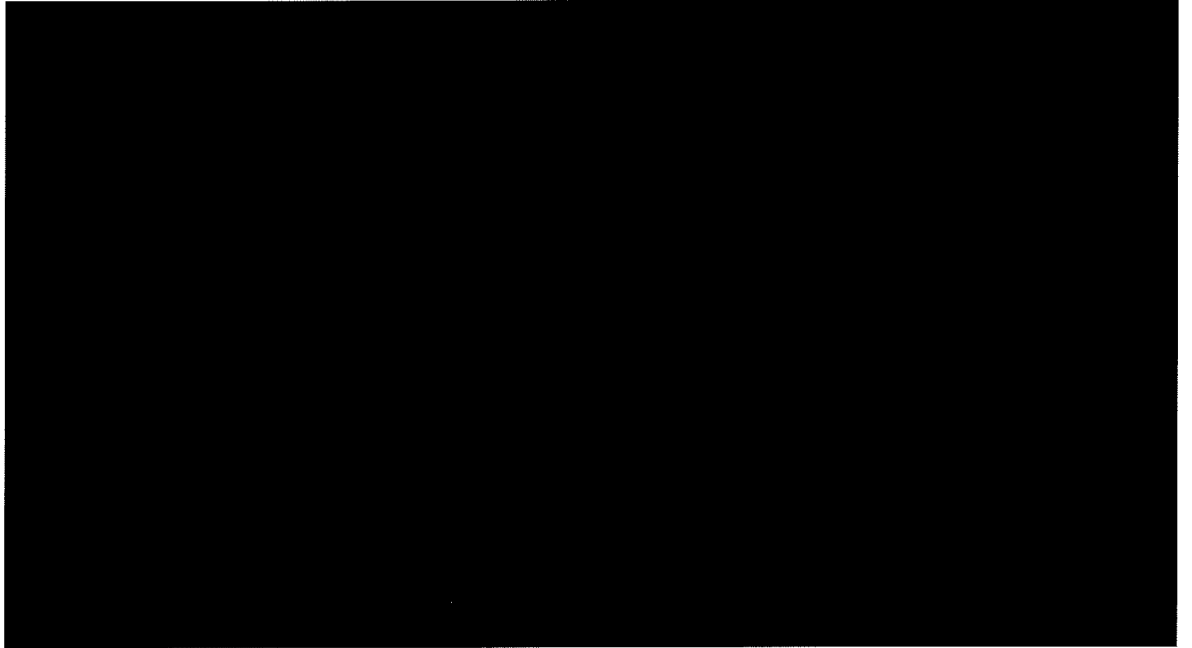


## 12. Key Performance Indicators









### **13. Monitoring progress**

#### **13.1 Formation**

On the Commencement Date, the parties will form the Contract Governance Group.

#### **13.2 Composition**

- (a) The Contract Governance Group will consist of equal numbers of representatives (at least two) from ActewAGL and ACTEW.
- (b) Each representative on the Contract Governance Group must have sufficient knowledge and be of sufficient seniority to represent the relevant party in relation to this Contract.
- (c) Either party may change its representatives on the Contract Governance Group at any time by notice in writing to the other party.

#### **13.3 Function**

The Contract Governance Group will be an advisory body, and will not have any decision-making powers, other than:

- (a) those decision-making powers referred to in this Contract; or
- (b) as may be delegated to the representatives by either party from time to time.

#### **13.4 Meetings**

- (a) The Contract Governance Group will meet at the times and manner set out in item 5 of Schedule 1 (or otherwise as agreed by the parties) to discuss any issues in relation to this Contract or the provision of the Services, including reports provided under clause 13.5.
- (b) ActewAGL or ACTEW will appoint a chair for each meeting of the Contract Governance Group on an alternating basis. ACTEW will appoint a chair for the first meeting.
- (c) A representative may invite to a meeting of the Contract Governance Group one or more advisers on any technical matter than may arise for discussion at the meeting, and

will provide reasonable notice in advance to all other representatives of the name of each such adviser.

- (d) ACTEW must maintain a minute book for recording minutes of each Contract Governance Group meeting. The chair for a meeting shall:
  - (i) arrange for minutes to be taken and may invite a minute secretary to attend for that purpose;
  - (ii) ensure that draft minutes are promptly circulated for review and comment to every representative; and
  - (iii) approve the final minutes and ensure they are recorded in the minute book and tabled at the next meeting.

### **13.5 Reporting**

ActewAGL must provide ACTEW with reports in accordance with item 6 of Schedule 1 and any other reports agreed by the parties from time to time.

### **13.6 Other consultation**

If, at any time during the Term, ActewAGL proposes to:

- (a) change the manner in which it delivers the Services (where such change would not be a breach of this Contract);
- (b) change its other business operations (where relevant to the Services); or
- (c) change Key Personnel,

and, in the case of paragraphs (a) and (b), such change would materially impact on the actual Costs to ActewAGL in providing the Services or the way the Services are delivered, it must give ACTEW details of such proposal as soon as reasonably practicable and reasonably consult with ACTEW in advance of making such change.

## **14. ACTEW Material**

- (a) ACTEW shall provide to ActewAGL the ACTEW Material.
- (b) ActewAGL will ensure that any ACTEW Material is used in accordance with any reasonable direction of ACTEW.

## **15. Intellectual Property Rights**

### **15.1 Pre-existing Material**

This clause 15 does not affect the ownership of the Intellectual Property Rights in any Pre-existing Material or any New Material.

### **15.2 ActewAGL ownership of Intellectual Property Rights in Contract Material**

- (a) Other than in respect of the ACTEW Contract Material, all Intellectual Property Rights in the Contract Material vest in ActewAGL on creation.
- (b) To the extent that ActewAGL needs to use any of the:
  - (i) ACTEW Material; or
  - (ii) Pre-existing Material or New Material provided to it by ACTEW,

for the purpose of delivering the Services or to receive the benefit of the Contract Material, ACTEW grants to, or must obtain for, ActewAGL a world-wide, irrevocable,



royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, modify, adapt and communicate (but not publish, broadcast, exploit or commercialise) that ACTEW Material, Pre-existing Material and New Material for the purpose of delivering the Services and receiving the benefit of the Contract Material.

- (c) ACTEW grants to ActewAGL a world-wide, irrevocable, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, modify, adapt and communicate (but not publish, broadcast, exploit or commercialise) the ACTEW Contract Material for the purpose of delivering the Services.
- (d) ActewAGL grants to, or must obtain for, ACTEW a world-wide, irrevocable, royalty free, non-exclusive licence (including the right to sublicense except in respect of Contract Material that relates to Services that have been De-scoped under clause 7) to use, reproduce, modify, adapt and communicate (but not publish, broadcast, exploit or commercialise) the Contract Material (other than ACTEW Contract Material) for the purpose of receiving the benefit of the Services for the duration of the Term or such longer period as may be agreed in the Transition out plan.

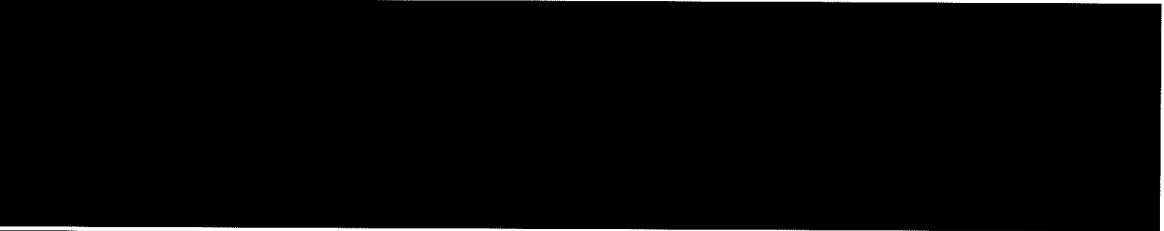
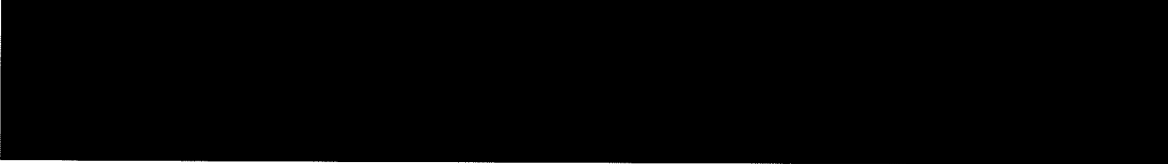
### 15.3 ACTEW ownership of Intellectual Property Rights

Ownership of all of the Intellectual Property Rights in the following Contract Material (**ACTEW Contract Material**) vest in ACTEW on creation:

- (a) HR Records;
- (b) any regulatory submission provided to the ICRC by or on behalf of ACTEW, and any draft of that submission;
- (c) data created for the purposes of inputs into ACTEW's mapping system, and the inputs themselves; and
- (d) any Contract Material developed for ACTEW as part of an Additional Service under this Contract where the costs of the development of that Contract Material are borne solely by ACTEW as part of that Additional Service.

## 16. Payment



  
  
**16.5 ActewAGL to provide invoice**

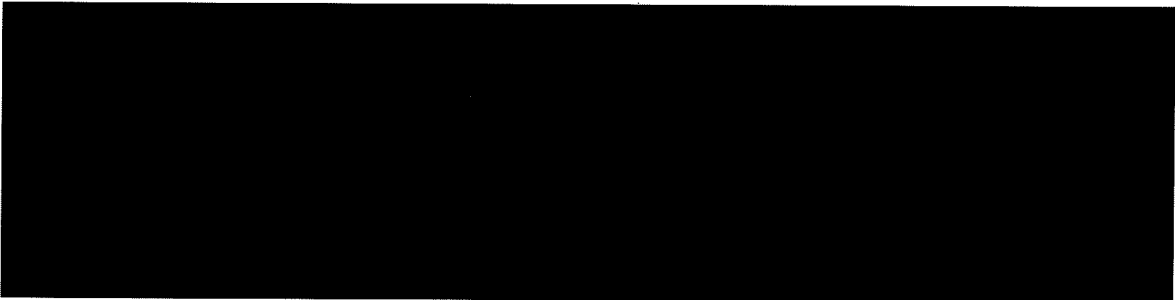
ActewAGL must provide an invoice to ACTEW for any amounts payable in accordance with this clause 16 in accordance with the requirements specified in item 2 of Schedule 3.

**16.6 Due date for payment**

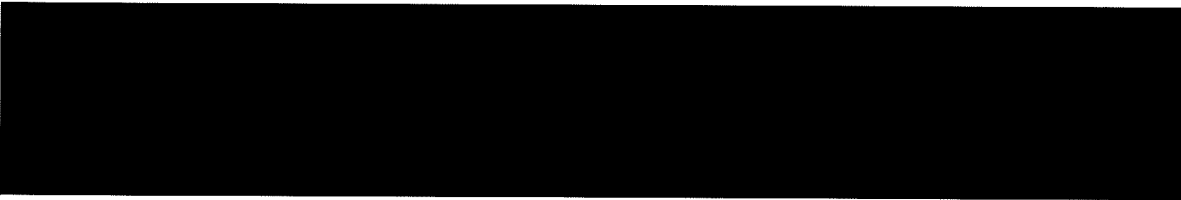
Unless specified otherwise in this clause 16 or Schedule 3, ACTEW will make payment of an invoice for Services by electronic funds transfer to ActewAGL's nominated bank account, within 14 days after receiving the invoice.

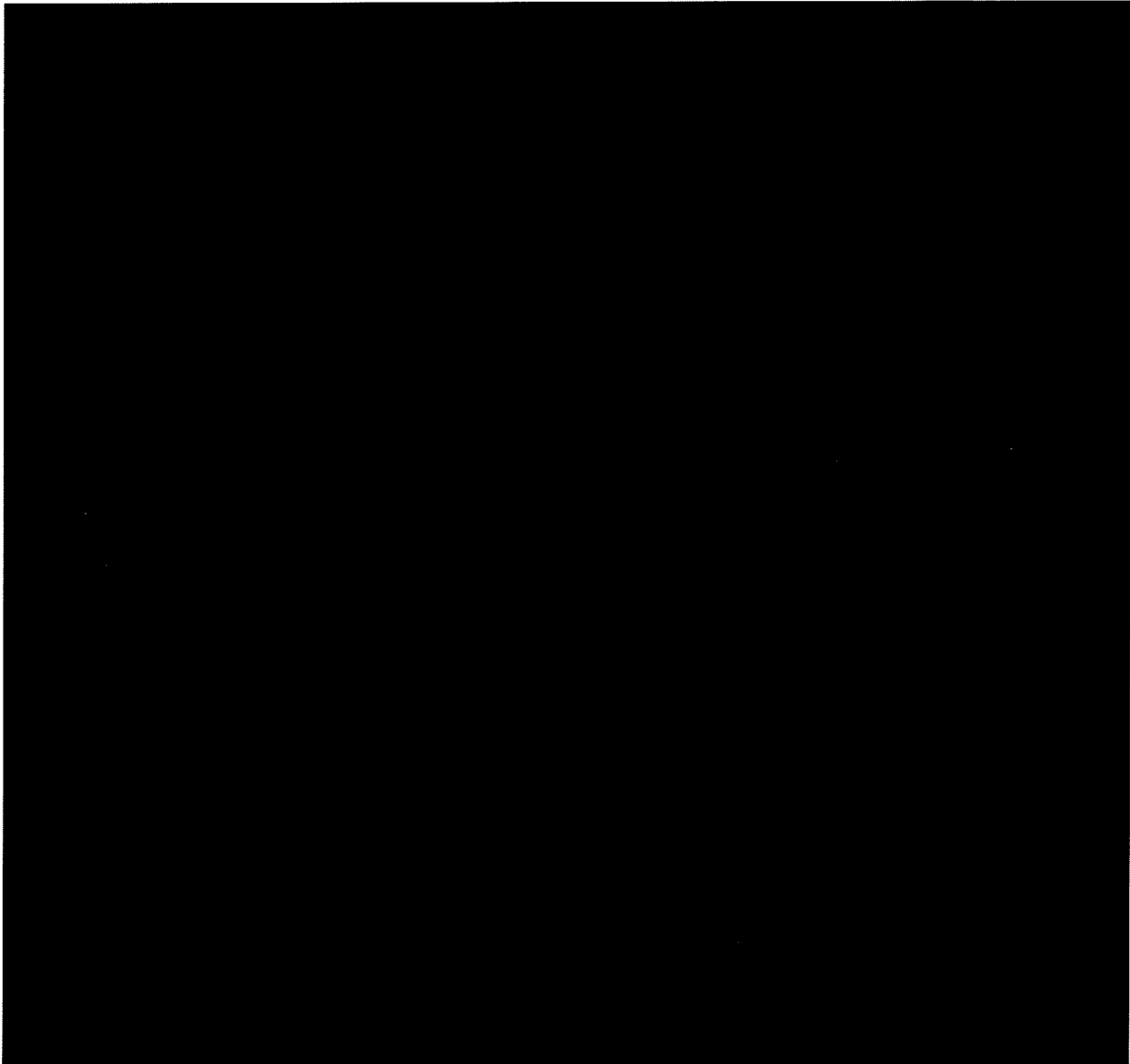
**16.7 Interest payable**

If any sum of money is not paid by the due date (including because of any dispute between the parties in respect of that payment), interest must be paid on that sum by the defaulting party (other than in the case of late payments by ACTEW which are caused by a failure of ActewAGL to perform a Service). Interest will be calculated at the Interest Rate on daily balances, compounded, and payable on demand. For the avoidance of doubt, interest will not be payable on disputed sums which, after the dispute is resolved, are found not to have been due and payable under this Contract.

**16.9 No double dipping**

Where ActewAGL is permitted to recover Costs from ACTEW in accordance with this Contract, it is only able to recover to the extent that such Costs have not already been paid by ACTEW in the BAU Services Fee or any Additional Services Fee or otherwise under this Contract.





#### **16.12 No set-off or deduction**

All payments to be made under this Contract must be made without set-off or deduction unless otherwise agreed by the parties.

### **17. GST**

#### **17.1 Interpretation**

In this clause 17, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that Act.

#### **17.2 GST gross up**

If a party (**Supplier**) makes a supply under or in connection with this Contract in respect of which GST is payable, the recipient of the supply (**Recipient**) must pay to the Supplier an additional amount equal to the GST payable on the supply (**GST Amount**).

### 17.3 Reimbursements

If a party is required to reimburse or indemnify another party for a loss or Cost, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss or Cost, and then increased in accordance with clause 17.2.

### 17.4 Exclusion of GST from calculations

If a payment is calculated by reference to or as a specified percentage of another amount or revenue stream, that payment will be calculated by reference to or as a specified percentage of the amount or revenue stream exclusive of GST.

### 17.5 Adjustments

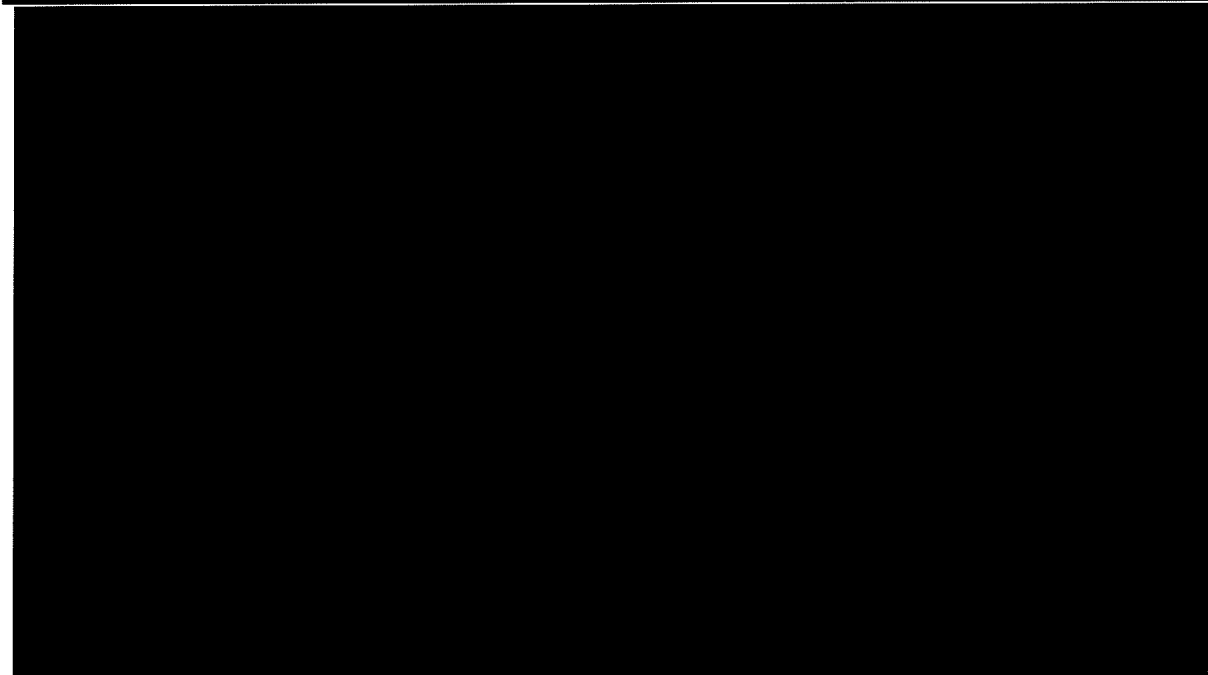
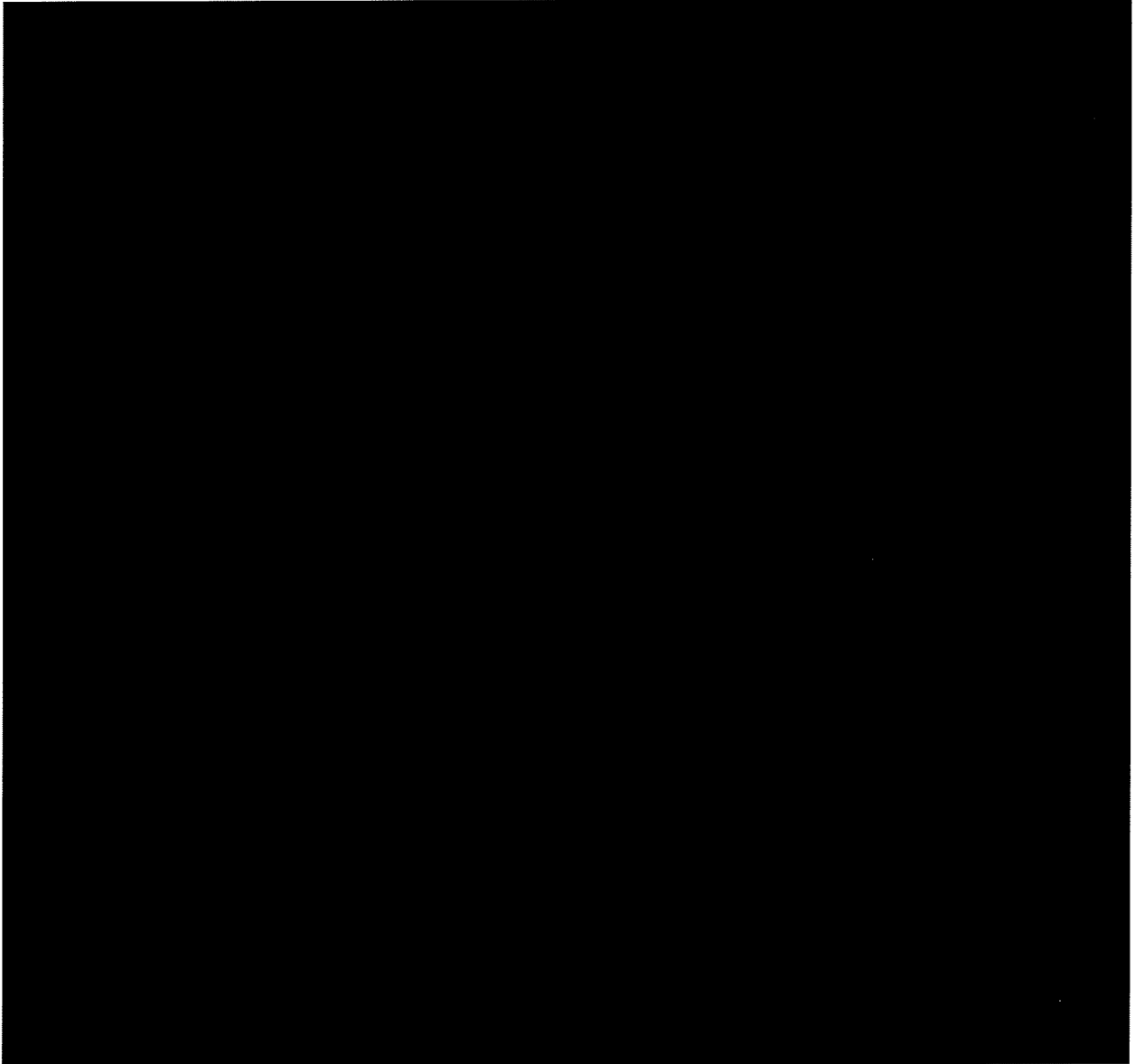
- (a) If the GST payable by a Supplier on any supply made under or in connection with this Contract varies from the GST Amount paid or payable by the Recipient under clause 17.2 such that a further amount of GST is payable in relation to the supply or a refund or credit of GST is obtained in relation to the supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient.
- (b) Any payment, credit or refund under this clause is deemed to be a payment, credit or refund of the GST Amount payable under clause 17.2.
- (c) If an adjustment event occurs in relation to a supply, the Supplier must issue an adjustment note to the Recipient in relation to that supply within 14 days after becoming aware of the adjustment.

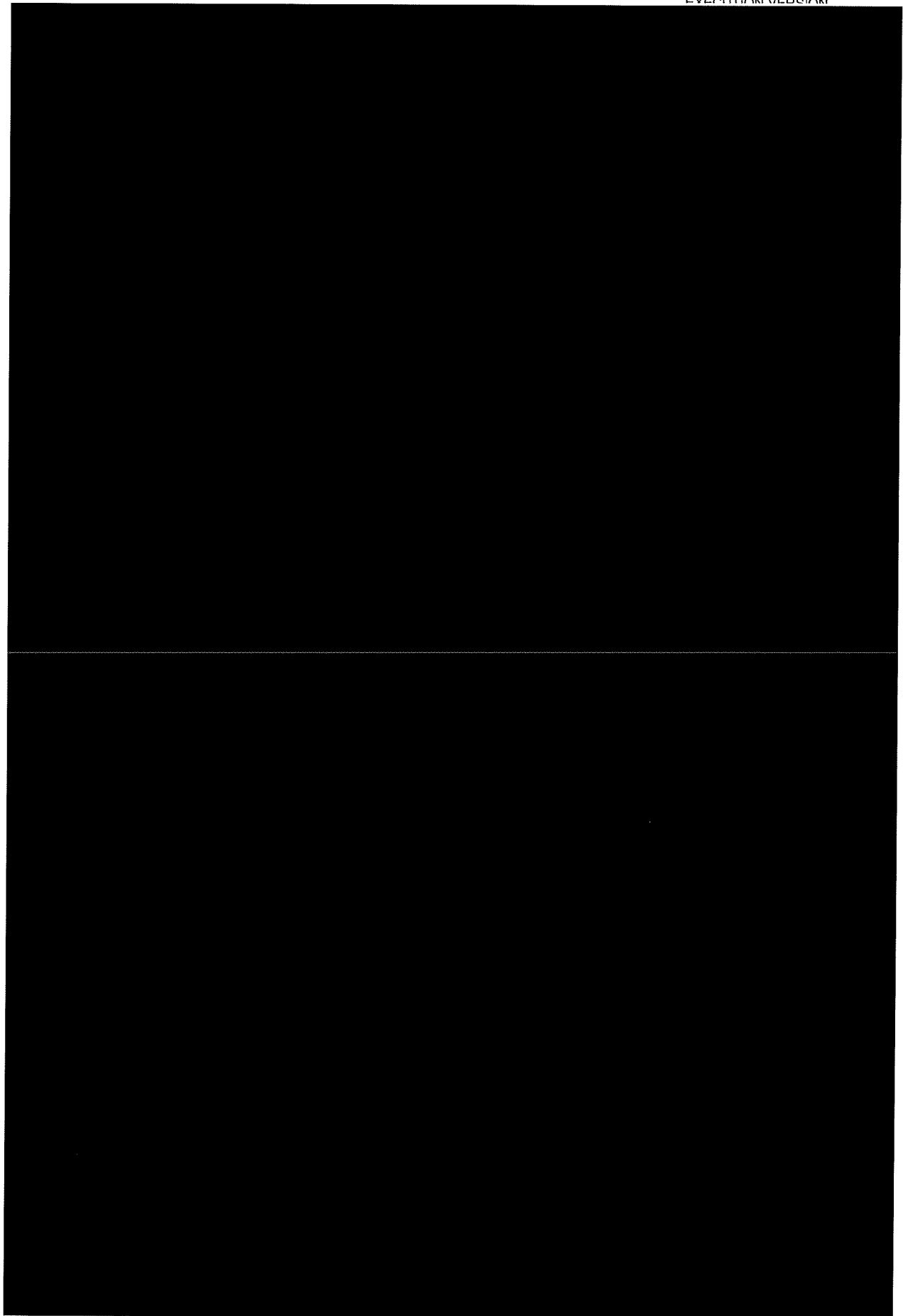
### 17.6 Tax invoice

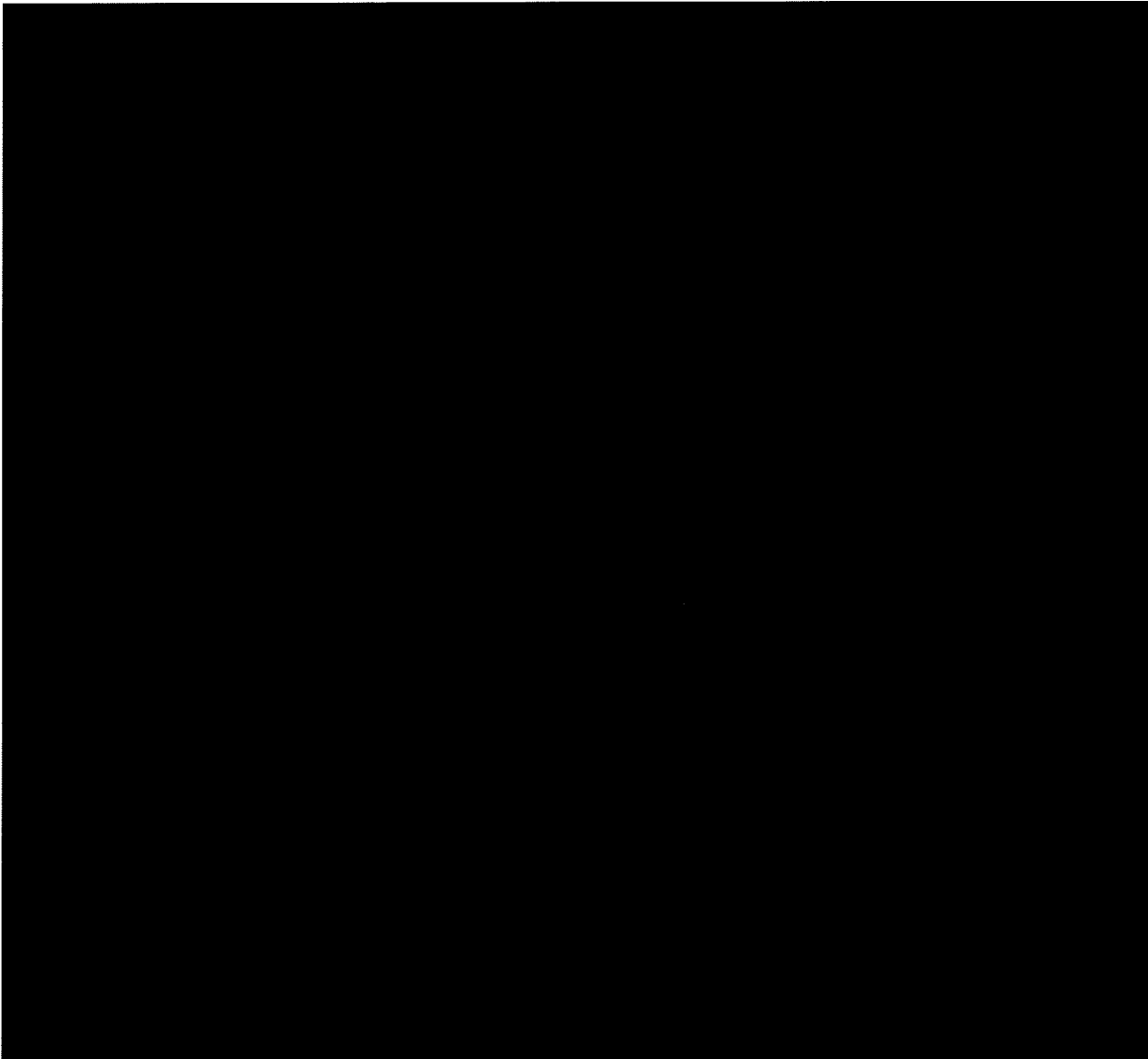
A party need not make a payment for a taxable supply made under or in connection with this Contract until it receives a valid tax invoice for the supply to which the payment relates.

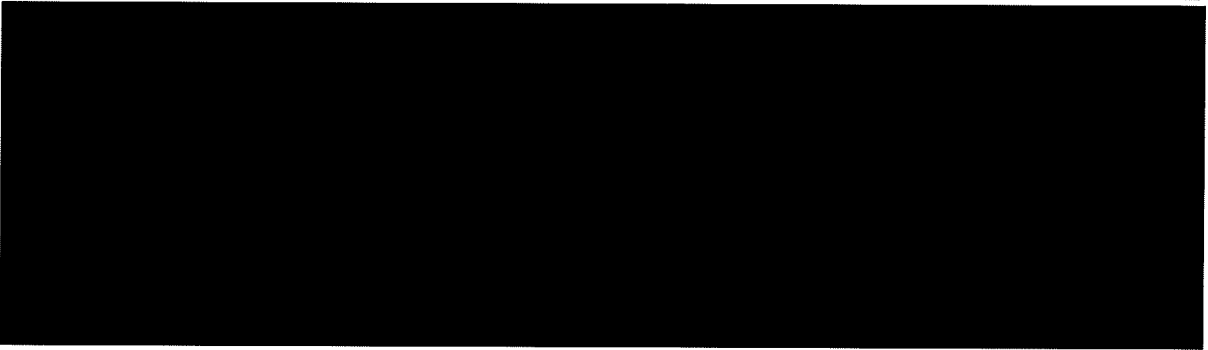
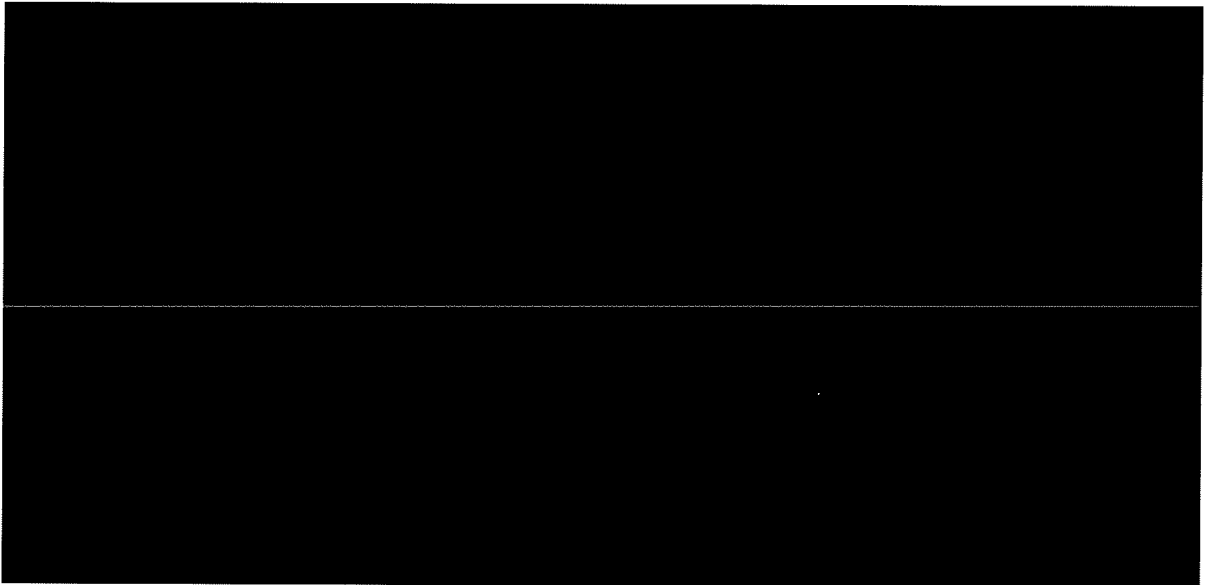
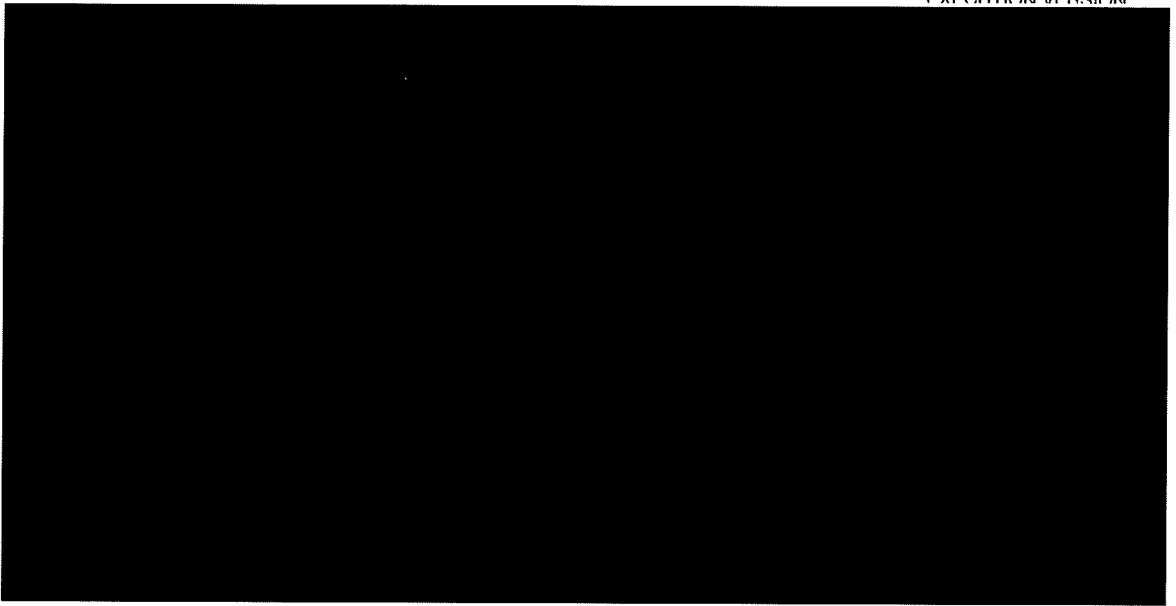
## 18. Liability of ActewAGL and Claims











## Part C– General requirements

### 19. Confidentiality

#### 19.1 Prohibition on disclosure

Subject to clause 19.3, neither party may, without the prior written consent of the other party, disclose any Confidential Information of the other to a third party.



## 19.2 Conditions of approval

In giving written consent to use or disclose its Confidential Information, a party may impose such conditions as it thinks fit. The other party will comply with any term or condition imposed by the disclosing party under this clause 19.2.

## 19.3 Exceptions to obligations

The obligations on a party under clause 19.1 will not be taken to have been breached to the extent that Confidential Information of the other party:

- (a) is disclosed by a party to its Related Entities, Advisers, insurers or employees solely in order to comply with obligations, or to exercise rights, under this Contract;
- (b) is disclosed to a party's internal management personnel, solely to enable effective management or auditing of activities related to this Contract;
- (c) is required or authorised by law to be disclosed;
- (d) is in the public domain otherwise than due to a breach of this Contract; or
- (e) is required or permitted under the Umbrella Agreement.

## 19.4 Obligation on disclosure

Where a party proposes to disclose Confidential Information of the other party to another person pursuant to clauses 19.1, 19.3(a) or (b), the disclosing party must:

- (a) notify the receiving person in advance that the information is Confidential Information; and
- (b) not provide the information unless the receiving person first agrees to keep the information confidential.

## 19.5 Period of confidentiality

The obligations under this clause 19 continue, notwithstanding the expiry or termination of this Contract.

## 19.6 No reduction in privacy obligations

Nothing in this Contract derogates from any obligation which the parties may have under the Privacy Act as amended from time to time, in relation to the protection of personal information as defined in that Act, or any other Law requiring secrecy or confidentiality in dealing with information.

## 19.7 Return of information

- (a) At a party's request or on the expiry or termination of this Contract, the other party must use reasonable endeavours to return all of the other party's physical and electronic records containing Confidential Information to the requesting party in a form reasonably requested by the requesting party.

- (c) ActewAGL may retain one copy of ACTEW's Confidential Information for its professional record keeping purposes.

## 20. Protection of personal information

### 20.1 Application of this clause

This clause 20 applies where ActewAGL deals with personal information when, and for the purposes of, providing Services under this Contract.

## 20.2 Obligations

ActewAGL must, and must ensure that its officers and employees:

- (a) comply with the Information Privacy Principles;
- (b) use any personal information provided by ACTEW, or collected on behalf of ACTEW, only for the purpose for which it was provided or collected;
- (c) refer any request from a third party for personal information on an ACTEW customer immediately to the ACTEW Representative; and
- (d) protect personal information held on ACTEW's behalf from misuse, loss, unauthorised access or disclosure.

## 20.3 Notification of a breach

ActewAGL must immediately notify ACTEW in writing if it becomes aware of:

- (a) a breach of its obligations under this clause; and
- (b) a claim by any person in relation to a breach or alleged breach of privacy.

## 20.4 Definitions

In this clause 20, the terms 'Information Privacy Principles' (**IPPs**) and 'personal information' have the same meaning as they have in section 6 of the Privacy Act.

## 21. Books and record

### 21.1 ActewAGL to keep books and records

ActewAGL must keep adequate books and records, in sufficient detail to enable the amounts payable by ACTEW under this Contract to be determined.

### 21.3 Survival

This clause 21 applies for the Term and for a period of seven years from the expiry or termination of this Contract.

## 22. Conflict of interest and breach of Regulatory Licences

### 22.1 Notification of a conflict of interest

If, during the provision of the Services, ActewAGL acting reasonably forms a view that a conflict of interest arises, or appears likely to arise, ActewAGL may acting reasonably:

- (a) take steps to resolve or otherwise deal with the conflict and continue the provision of the Services; or
- (b) notify ACTEW in writing of the conflict and the extent to which it affects the provision of the Services.

### 22.2 ActewAGL not required to provide Services to the extent affected

If ActewAGL notifies ACTEW of a conflict under clause 22.1, ActewAGL will, acting reasonably in the circumstances, not be required to provide the Services, or part of the Services, to the extent that and for so long as it is affected by the conflict.

### 22.3 Licences etc

If, during the provision of the Services, ActewAGL reasonably forms a view that the continued provision of any of the Services would breach or would be reasonably likely to breach:

- (a) any licence issued to ActewAGL or other obligation binding on ActewAGL prior to the date of this Contract; or
- (b) any Law enacted or otherwise coming into force after the date of this Contract,

it will notify ACTEW immediately and ActewAGL will not be required to provide the Services to the extent that and for so long as ActewAGL reasonably holds the view that the continued provision of those Services would breach, or would be reasonably likely to, breach any such obligation.

### 22.4 Process to resolve

If ActewAGL notifies ACTEW that it intends to cease to provide any of the Services pursuant to clause 22.1 or clause 22.3:

- (a) the parties agree to hold a meeting of the Contract Governance Group to discuss and attempt to resolve the issue and agree:
  - (i) subject to clause 5.8, any changes to the scope of the Services, or the way that the Services are provided under this Contract, to remove the issue;
  - (ii) if it is an issue under clause 22.3, changes to the nature of the relevant obligation to remove the issue (if feasible and appropriate); and
  - (iii) an appropriate adjustment to BAU Services Fee or the Additional Services Fee (as applicable) to reflect the change or removal of the relevant Service;
- (b) if the Contract Governance Group is unable to resolve the matters referred to in clause 22.4(a), the issue will be referred to the Managing Director of ACTEW and the Chief Executive Officer of ActewAGL (in consultation with the Managing Director of Jemena Limited) for resolution ; and

## 23. Audit

### 23.1 Right to conduct audits

Either party may, on giving 28 Business Days' written notice to the other party, engage an external auditor acceptable to both parties (acting reasonably) to conduct up to one audit per Contract Year of the cost, level and quality of the Services provided by ActewAGL to ACTEW under this Contract.

### 23.2 Costs

The requesting party must pay:

- (a) all reasonable Costs incurred by the other party in participating in the audit; and
- (b) all costs of the external auditor.

## 24. Access

### 24.1 By ACTEW

ACTEW may at reasonable times and after having given reasonable notice to ActewAGL:

- (a) require the provision by ActewAGL, its agents and subcontractors of records and information that directly relate to the Services in the data format and storage medium kept by ActewAGL;
- (b) inspect and copy documentation, books and records that directly relate to the Services in the custody or under the control of ActewAGL, its agents and subcontractors;
- (c) require assistance in respect of any inquiry into or concerning the Services or this Contract (for these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to ACTEW), any request for information directed to ACTEW, and any inquiry conducted by the ACT Legislative Assembly or a committee of the ACT Legislative Assembly); and
- (d) to the extent necessary to exercise its rights under this clause 24.1, access the premises of ActewAGL.

The references to "subcontractors" in this clause 24.1 is limited to the counter-parties to the subcontracts of ActewAGL that are entered into (a) after the Commencement Date and where ActewAGL has been able to secure the rights contemplated by this clause from that counter-party, or (b) before the Commencement Date and the subcontract contains the rights contemplated by this clause.



### 24.3 Survival

This clause 24 applies for the Term and for a period of seven years from the expiry or termination of this Contract.

## 25. Insurance

### 25.1 Obligation to maintain insurance

In connection with the provision of the Services, ActewAGL must have and maintain:

- (a) for the Term, valid and enforceable insurance policies for:
  - (i) public liability;
  - (ii) professional indemnity;
  - (iii) workers' compensation as required by law; and
  - (iv) any additional types of insurance policy specified in item 7 of Schedule 1; and
- (b) valid and enforceable run-off insurance policies for each of the insurances referenced in paragraph (a) that is a "claims made" policy for 12 months following the expiry or termination of this Contract (but commencing after any period of transition under clause 33),

in the amounts specified in item 7 of Schedule 1. ActewAGL must promptly notify ACTEW if the insurances required by this clause 25.1 are anticipated to lapse or do lapse.

## **25.2 Certificates of currency**

ActewAGL must, if requested by ACTEW, promptly provide current relevant confirmation of insurance documentation from its insurers or insurance brokers certifying that it has insurance as required by clause 25.1.

## **25.3 Survival**

This clause 25 survives the expiry or termination of this Contract.

## **25.4 Insurance proceeds**

ActewAGL must use reasonable endeavours to pursue all relevant insurance claims which it considers prudent to make having regard to the circumstances (acting reasonably). In such an instance, ActewAGL must provide such notices and evidence in support of each insurance claim as the insurer reasonably requires

## **26. Unforeseen events**

### **26.1 Occurrence of unforeseen event**

ActewAGL is excused from performing its obligations under this Contract to the extent it is prevented by circumstances beyond its reasonable control, including acts of God, natural disasters, acts of war, riots and strikes.

### **26.2 Notice of unforeseen event**

When the circumstances described in clause 26.1 arise or are reasonably perceived by ActewAGL as an imminent possibility, ActewAGL must give notice of those circumstances to ACTEW as soon as possible, identifying the effect they will have on its performance. ActewAGL must make all reasonable efforts to minimise the effects of such circumstances on the performance of this Contract.

### **26.3 Disaster recovery plan**

During the Term, ActewAGL must maintain its disaster recovery plan. ActewAGL will provide a copy of the plan to ACTEW if requested.

## **27. Dispute resolution**

### **27.1 Application**

This clause 27 does not apply to disputes that are to be dealt with under clauses 12 or 30.

### **27.2 Notification of Dispute**

- (a) If a party wishes to refer a dispute for resolution in accordance with this clause 27, it may give the other party a notice that describes the nature and causes of the dispute in reasonable detail along with any options for its resolution (in this clause, **Dispute Notice**).
- (b) The parties must continue to comply with their obligations under this Contract notwithstanding any dispute.

### 27.3 Escalation of dispute

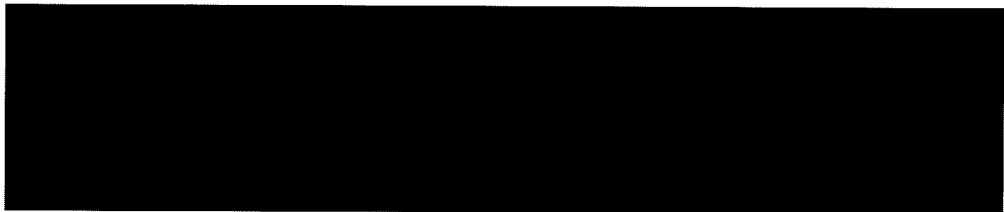
- (a) If either party gives the other a Dispute Notice, the parties must refer the dispute to the ACTEW Representative and the ActewAGL Representative, who must endeavour to resolve the dispute within 15 Business Days of the date of the Dispute Notice.
- (b) If the ACTEW Representative and the ActewAGL Representative have not resolved the dispute within 15 Business Days, then they must refer the dispute to ActewAGL's Chief Executive Officer (in consultation with the Managing Director of Jemena Limited) and ACTEW's Managing Director, who will endeavour to resolve the dispute within a further 15 Business Days or any other period agreed by the parties.
- (c) If the two executives have not resolved the dispute, the dispute will be referred to two nominees of Jemena Networks (ACT) Pty Limited to represent the interests of ActewAGL and two ACTEW directors to represent the interests of ACTEW. The parties agree to provide those persons with all information reasonably requested by either body for the purposes of resolving the dispute.
- (d) The parties may agree to terminate this Contract if those persons fail to agree on a resolution for the dispute in issue within 6 months of the date of the relevant Dispute Notice (or any longer period agreed by the parties), at any time while the dispute remains unresolved.

### 27.4 Mediation

The parties may at any time agree to mediation, to assist in the resolution of a dispute.

### 27.5 No limitation

- (a) Nothing in this clause limits, prevents or otherwise affects:



- (iv) the rights of a party to exercise a remedy or take other lawful action if the other party has, or appears to have, failed to comply with its obligations.
- (b) In particular, it does not prevent or restrict:
  - (i) ActewAGL commencing legal proceedings in relation to a failure of ACTEW to pay to ActewAGL any amounts due and payable under this Contract, subject to ActewAGL giving ACTEW at least 60 days' notice of ActewAGL's intention to commence legal proceedings;
  - (ii) ACTEW commencing legal proceedings in relation to a failure of ActewAGL to pay to ACTEW any amounts due and payable under this Contract, subject to ACTEW giving ActewAGL at least 60 days' notice of ACTEW's intention to commence legal proceedings; or
  - (iii) either party from commencing urgent interlocutory proceedings in relation to a breach, or alleged breach, of this Contract.

### 27.6 Continued provision of Services

Subject to item 1.1 of Schedule 3, ActewAGL must continue to provide the Services, and ACTEW must pay all amounts due and payable in accordance with this Contract, during the period of any dispute resolution under this clause 27.

## 28. Notices and other communications

### 28.1 Service of Notices

A notification under this Contract (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered, sent by email (unless clause 28.3 applies) or sent by prepaid post to the recipient's address for Notices specified in item 8 of Schedule 1, as varied by any Notice given by the recipient to the sender.

### 28.2 Effective on receipt

A Notice given in accordance with clause 28.1 takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by email:
  - (i) when the sender receives an automated message confirming delivery; or
  - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first; or

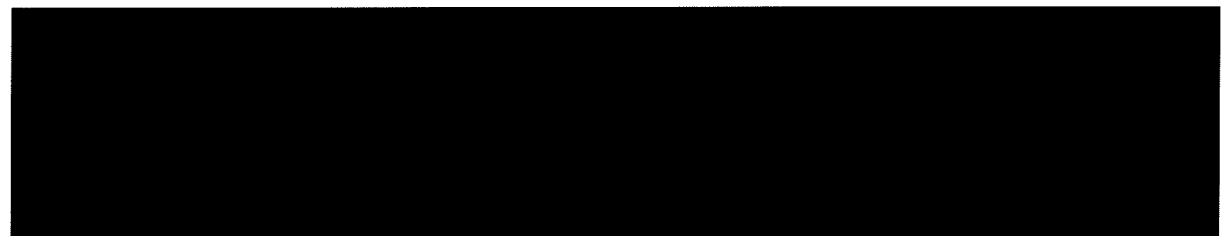
- (c) if sent by prepaid post, at 9.00 am on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia),

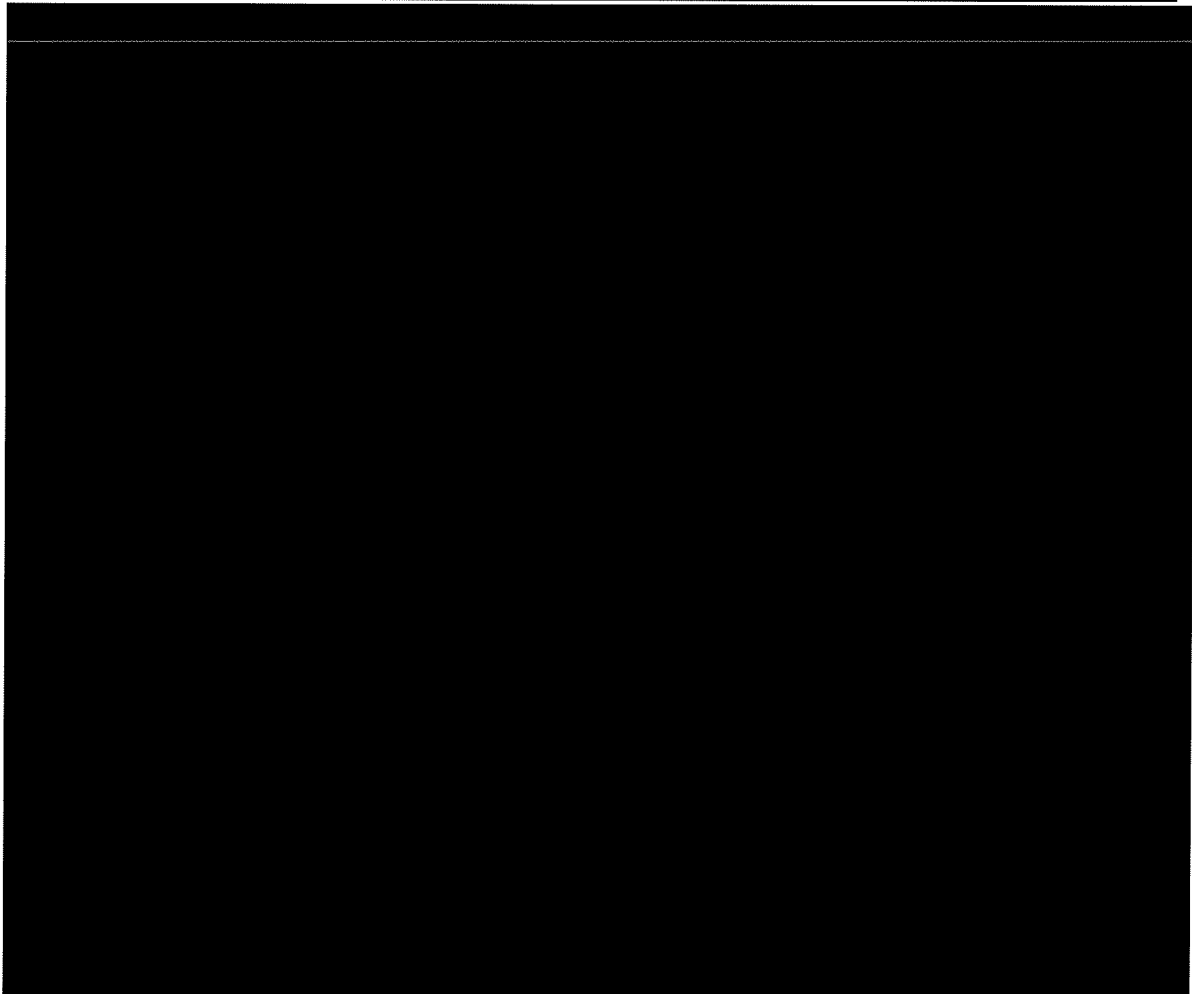
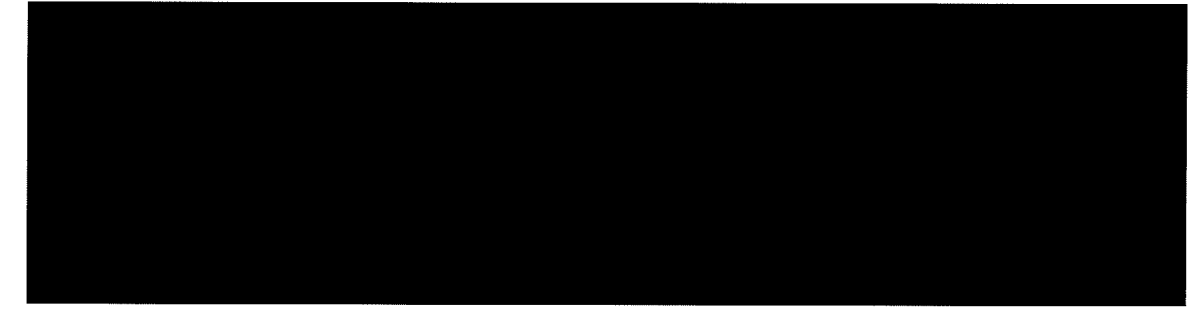
unless the delivery or receipt determined by paragraph (a), (b) or (c) above is not on a Business Day or is after 5.00pm on a Business Day, in which case, the Notice is taken to be received at 9.00am on the next Business Day.

### 28.3 Email Notices

A Notice may not be sent by email if it relates to the termination or expiry of this Contract or a default or alleged default (other than a notification under clause 12.1(b)(v) which may be delivered by email) by the other party to this Contract.

## 29. Renewal and expiry

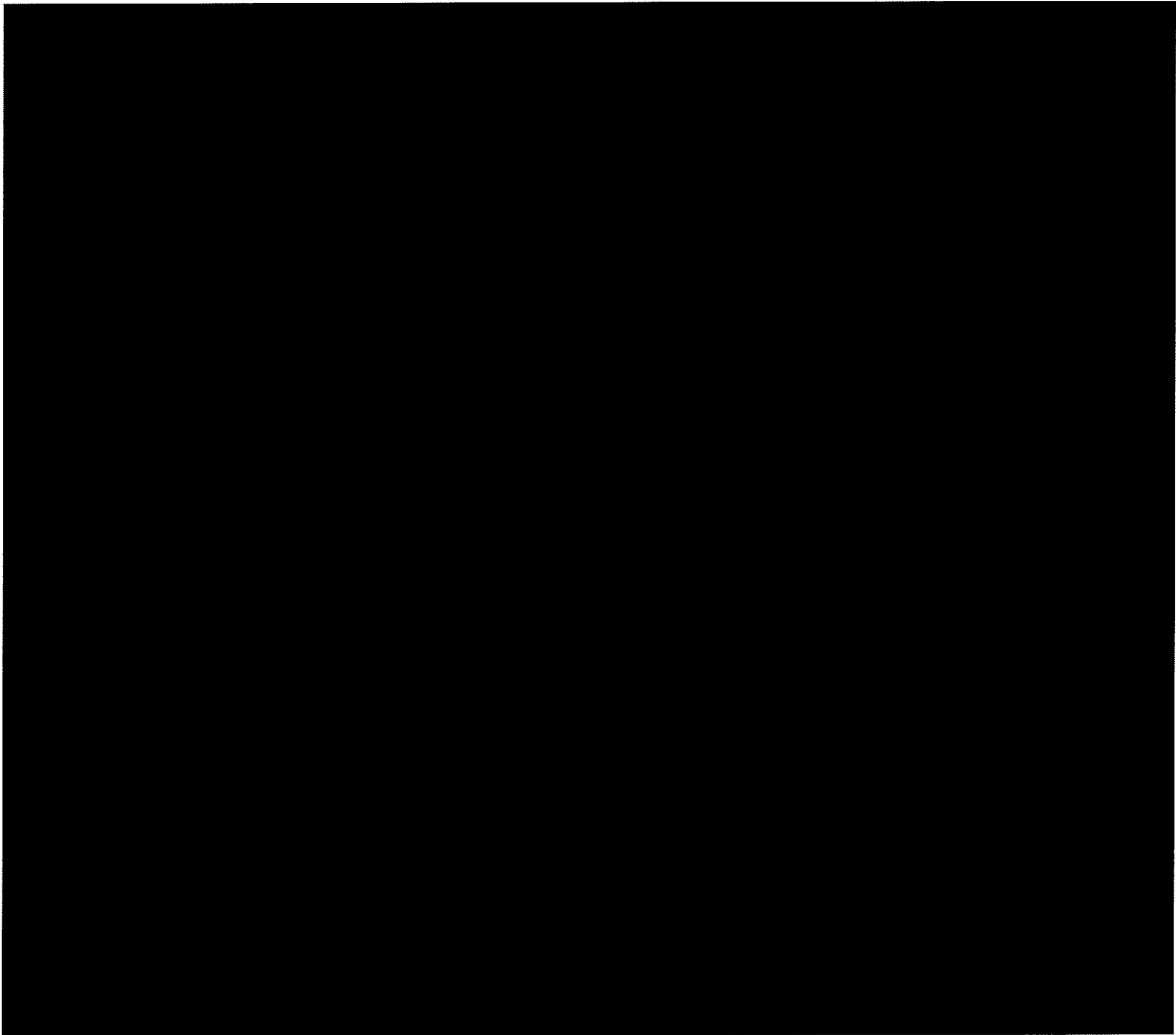








### 30. Breaches



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[REDACTED]

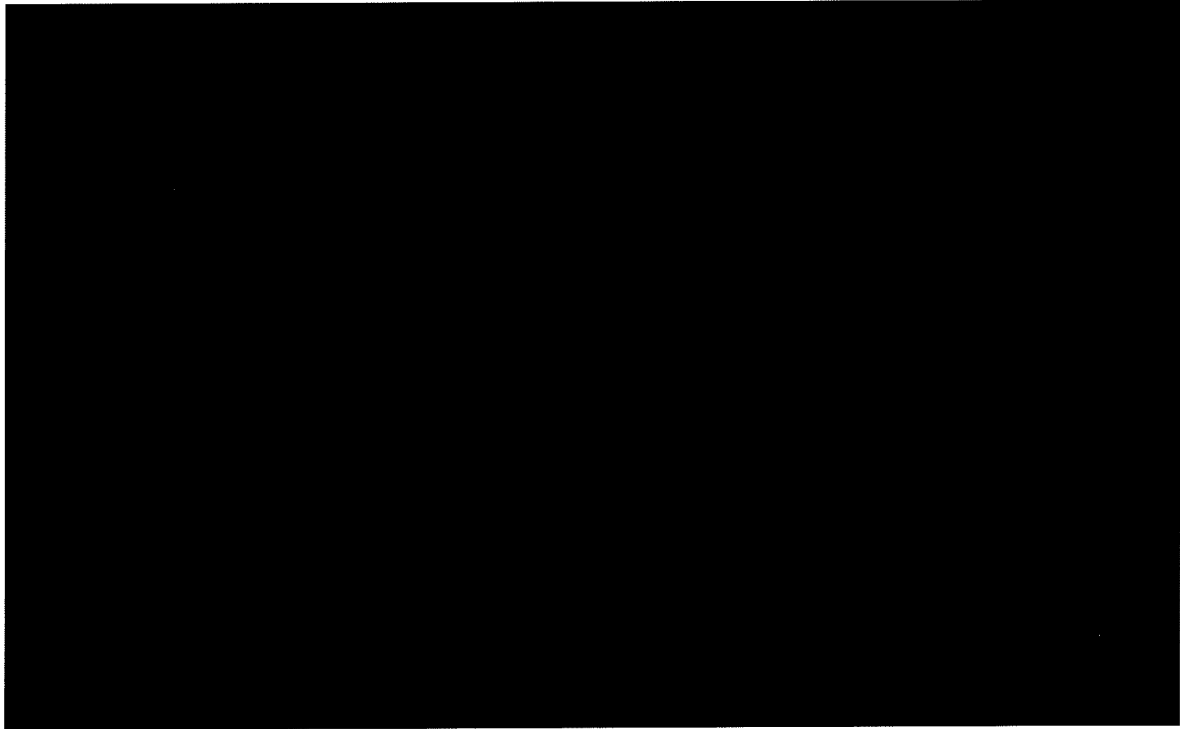
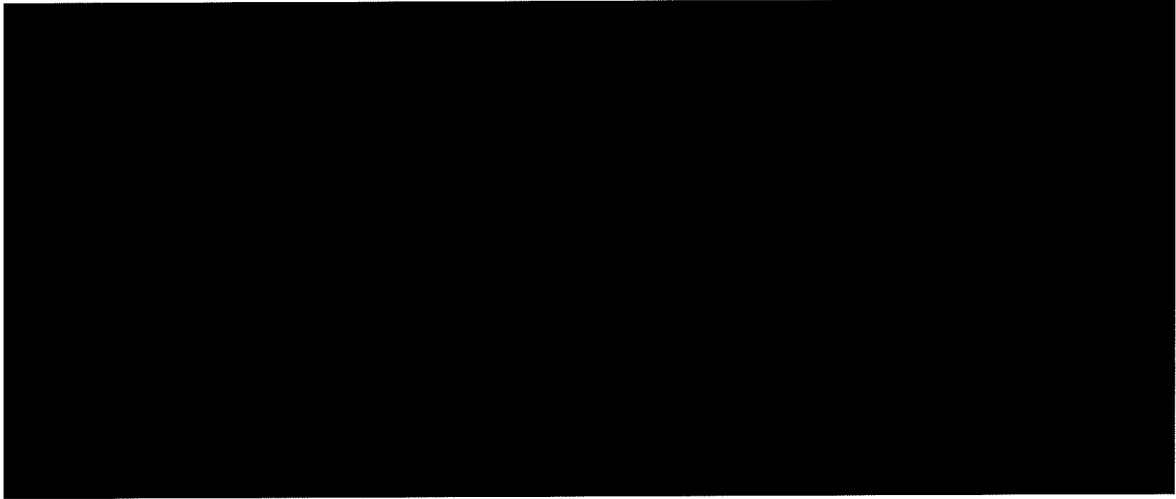
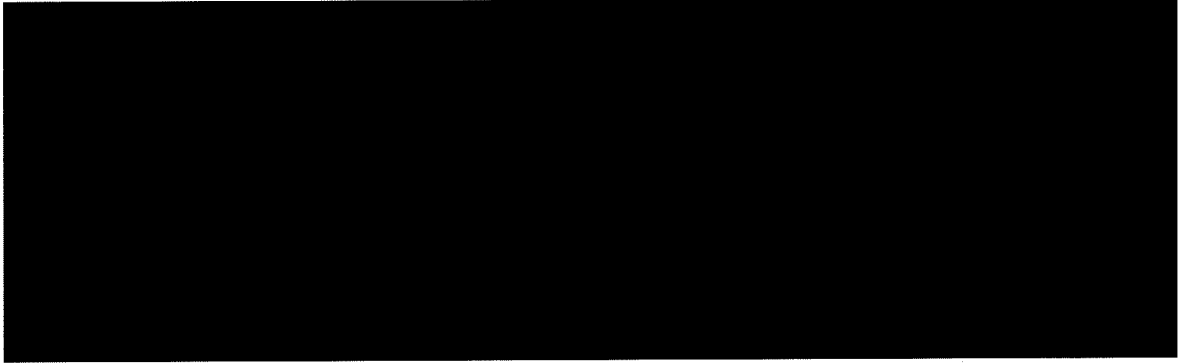
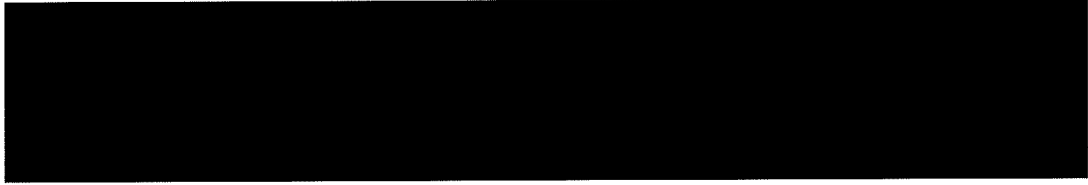
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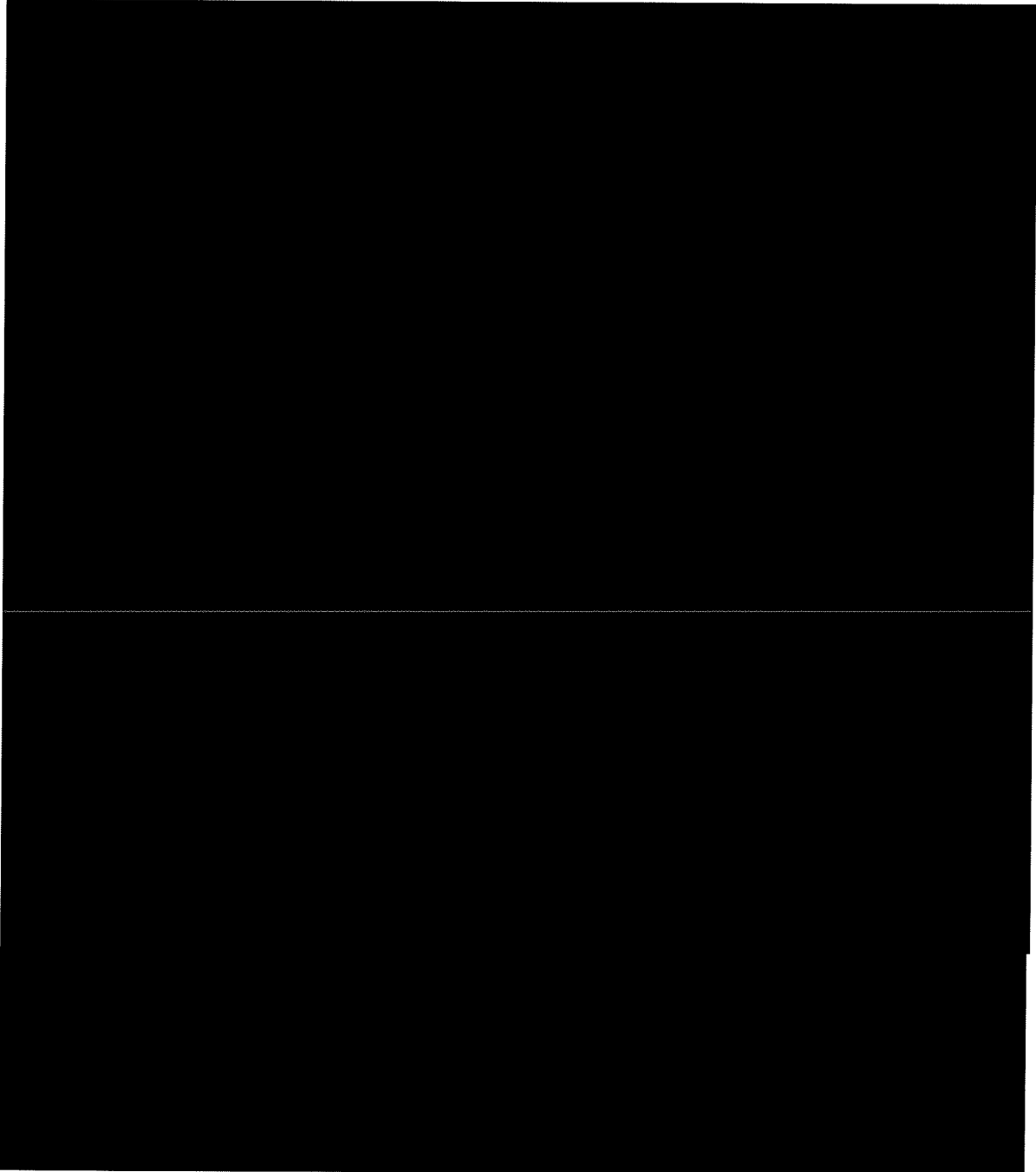
### 31. Termination

[REDACTED]





32. After termination or expiry



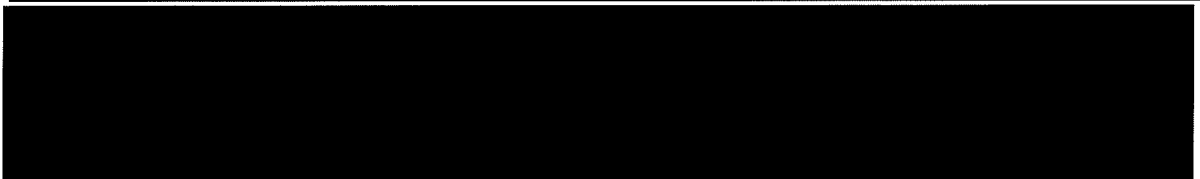
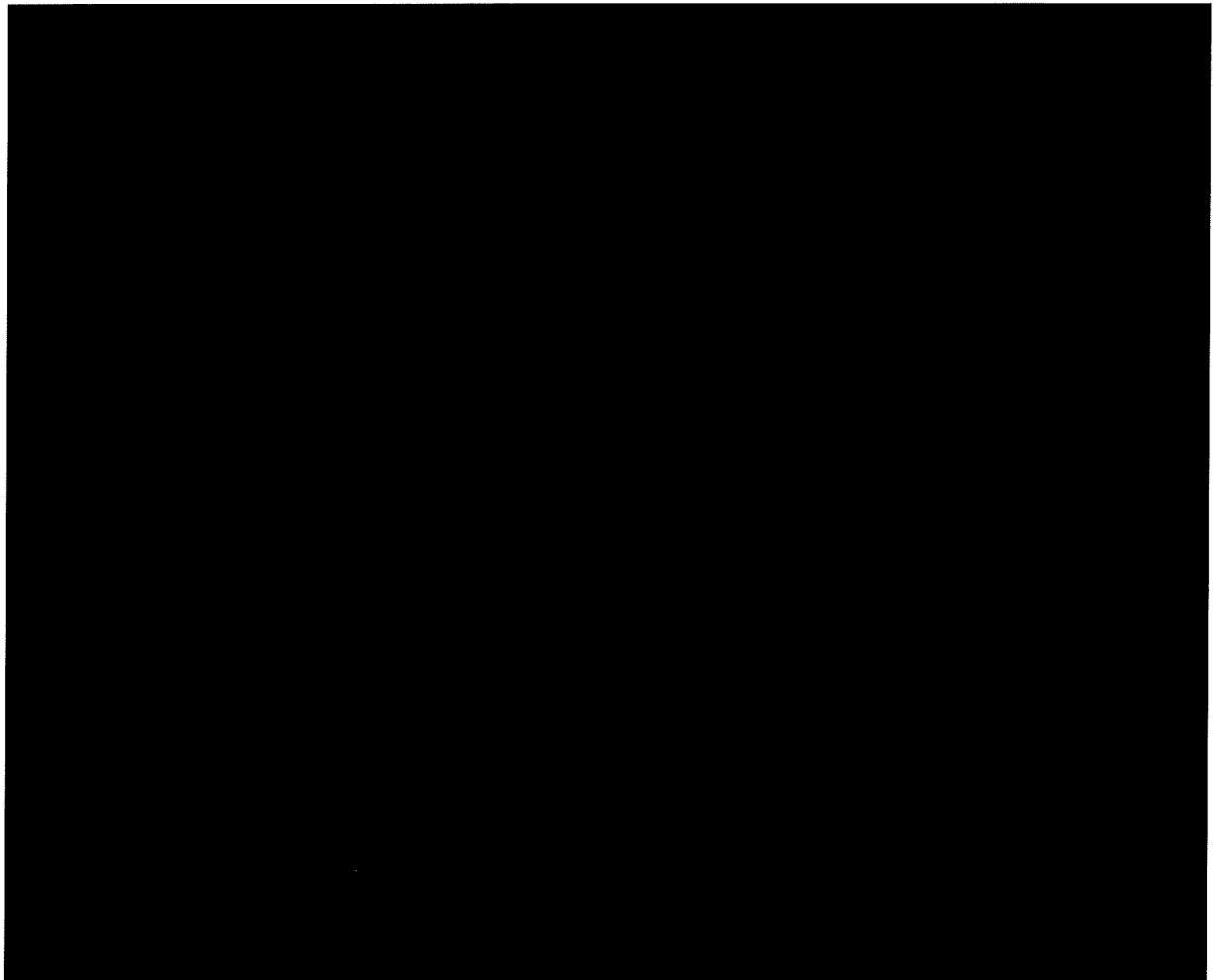
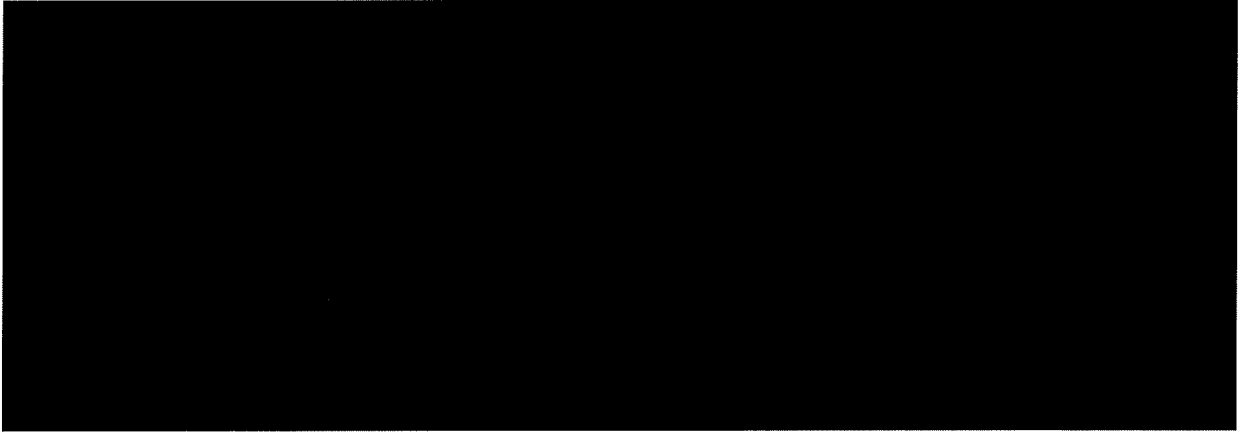
**32.3 No poaching of employees**

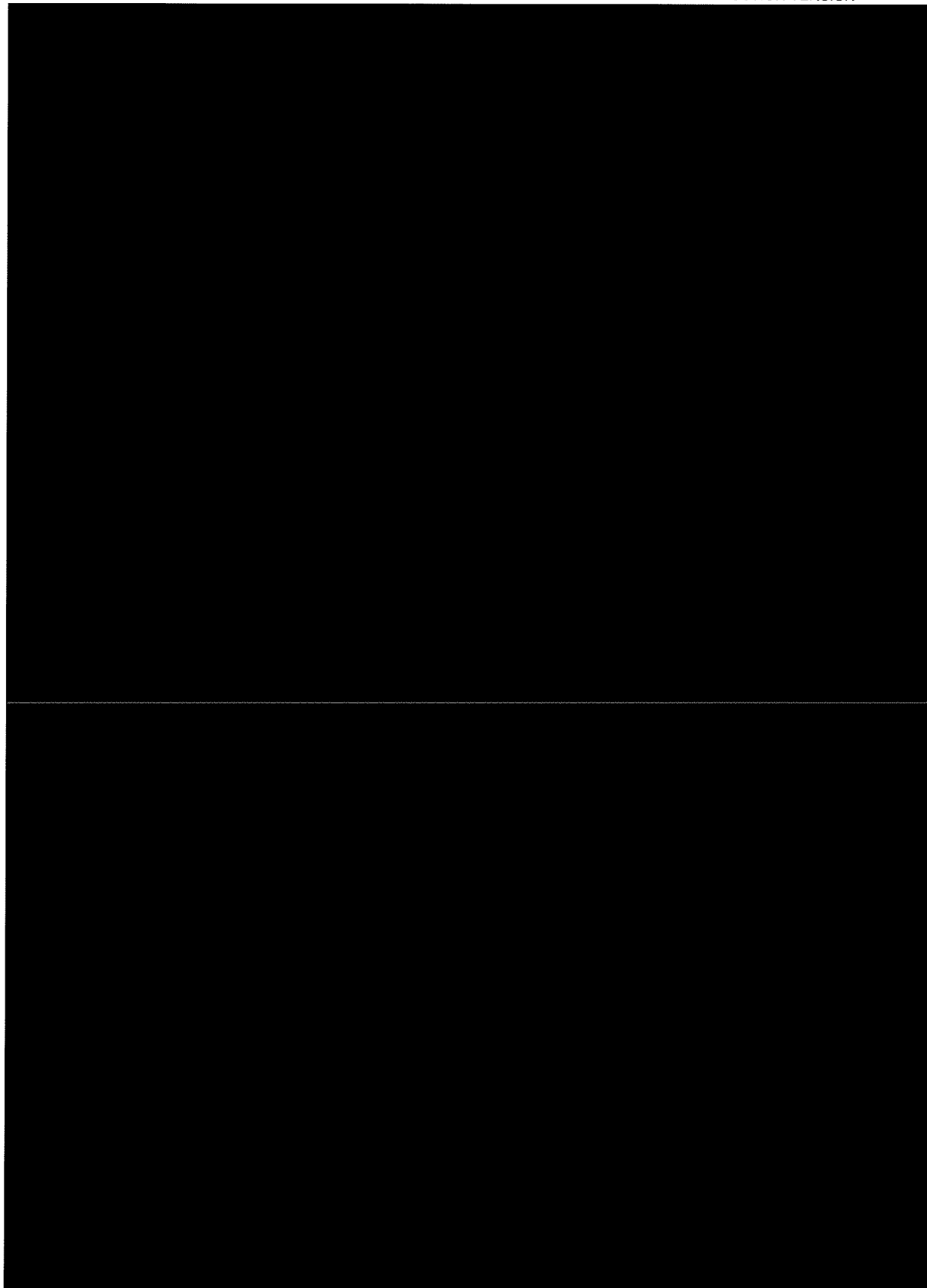
For the 24 month period following termination or expiry of this Contract, ACTEW must not directly or indirectly interfere with the employment, poach, engage or solicit any officer, agent, representative, consultant or employee of ActewAGL engaged in providing corporate services for the purposes of ACTEW engaging them in ongoing employment with ACTEW without first consulting with ActewAGL. This clause 32.3 will not be breached by ACTEW if an ActewAGL officer, agent, representative, consultant or employee responds to a general advertisement for employment issued by or on behalf of ACTEW.

**32.4 Termination or expiry does not affect accrued rights**

Termination or expiry of this Contract does not affect any accrued rights or remedies of a party.

**33. Transition out and assistance**





### 34. Survival

- (a) The following clauses survive the expiry or termination of this Contract: Clause 15 (Intellectual Property Rights); Clause 17 (GST); Clause 18 (Liability of ActewAGL

and Claims); Clause 19 (Confidentiality); Clause 21 (Books and records); Clause 23 (Audit); Clause 24 (Access); Clause 25 (Insurance), Clause 31 (Termination), Clause 33 (Transition out and assistance) and Clause 35 (Miscellaneous).

- (b) All other provisions of this Contract (including clause 18) continue to apply while ActewAGL is providing transition services in accordance with clause 33 to the extent that those provisions are relevant to the provision of those services.

## **35. Miscellaneous**

### **35.1 Entire agreement**

This Contract constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

### **35.2 Variation**

No agreement or understanding varying or extending this Contract is legally binding upon either party unless the agreement or understanding is in writing and signed by both parties.

### **35.3 Assignment and novation**

A party may only assign its rights or novate its rights and obligations under this Contract with the prior written consent of the other party.

### **35.4 No merger**

The rights and obligations of the parties under this Contract do not merge on completion of any transaction contemplated by this Contract.

### **35.5 Severability**

A term or part of a term of this Contract that is illegal or unenforceable may be severed from this Contract and the remaining terms or parts of the terms of this Contract continue in force.

### **35.6 Waiver**

Waiver of any provision of or right under this Contract:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

### **35.7 Relationship**

- (a) The parties must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee or agent (other than as expressly authorised under this Contract) of the other party, or as otherwise able to bind or represent the other party.
- (b) This Contract does not create a relationship of employment, agency (other than as expressly specified in this Contract) or partnership between the parties.

### **35.8 Governing law and jurisdiction**

This Contract is governed by the law of the Australian Capital Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

# Schedule 1 – Contract Details

Item	Description	Clause	Details
1.	ACTEW Representative	1.1	Corporate Services Contract Manager
2.	ActewAGL Representatives	1.1	Contract Manager Corporate Services
3.	Commencement Date	1.1 and 4	the Completion Date
4.	End Date	1.1 and 4	30 June 2023
5.	Meetings	13.4(a)	At least once in each three month period of the Term, or more frequently if requested by either party
6.	Reporting	13.5	<p>A performance report must be provided by ActewAGL to ACTEW within 12 Business Days of the end of each three month period of the Term setting out:</p> <ol style="list-style-type: none"> <li>1. ActewAGL's performance against the KPIs in that three month period;</li> <li>2. the Actual Allocated Costs for the Contract Year to the end of each three month period compared to the BAU Services Fee for the same period;</li> <li>3. ActewAGL's estimate of the likely Actual Allocated Costs in providing the Services for the remainder of that Contract Year;</li> <li>4. any material, practical or logistical issues encountered by ActewAGL in providing the Services in that three month period;</li> <li>5. any material, practical or logistical issues that are expected to be encountered by ActewAGL in providing the Services in future periods; and</li> <li>6. any New Third Party Contracts entered into in that three month period.</li> </ol>
7.	Insurance	25	<p>\$20,000,000 of public liability insurance per claim and in aggregate.</p> <p>\$20,000,000 of professional indemnity insurance per claim and in aggregate.</p> <p>\$5,000,000 of Crimes Insurance per claim and if the policy has an aggregate claims limit, \$20,000,000 in aggregate.</p> <p>Workers compensation, as required by law.</p>



Item	Description	Clause	Details
8.	Address for Notices	28	<p><b>ACTEW:</b></p> <p>Corporate Services Contract Manager Postal Address: GPO Box 366 Canberra ACT 2601</p> <p>ActewAGL House, Level 5 Bunda Street, ACT, 2600</p> <p>Facsimile: (02) 6248 3567</p> <p><u>CSA_Contract_Manager@actew.com.au</u></p> <p><b>ActewAGL:</b> Contract Manager Corporate Services Postal Address: GPO Box 366 Canberra ACT 2601</p> <p>ActewAGL House, Level 3 Bunda Street, ACT, 2600</p> <p>Facsimile: (02) 6248 3547</p> <p><u>CSA_Contract_Manager@actewagl.com.au</u></p>

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1. Accounts Payable  
 1.1 BAU Services (Services 1 to 18)

<p><b>BAU Services</b></p> <p><b>Accounts Payable</b></p> <ol style="list-style-type: none"> <li>1. Assistance with supplier maintenance for ACTEW suppliers in the following areas:                     <ol style="list-style-type: none"> <li>a. Creation and modification of supplier details in ACTEW's accounts payable system;</li> <li>b. Monthly supplier reconciliations for suppliers who issue statements;</li> <li>c. Maintaining and reviewing supplier reconciliation register;</li> <li>d. Issuing remittance advices; and</li> <li>e. Issuing supplier refunds on behalf of ACTEW;</li> </ol> </li> <li>2. Be the contact point for arranging the processing of the following areas of the ACTEW staff clearance forms:                     <ol style="list-style-type: none"> <li>a. Corporate credit cards are cancelled and all receipts are submitted;</li> <li>b. User names are inactive in ActewAGL's accounting system; and</li> <li>c. Petty cash custodians have had their role transferred to another member in the relevant team;</li> </ol> </li> <li>3. Invoice entry using a purchase order including matching the invoice information to the correct receipt;</li> <li>4. Invoice entry using a non purchase order including all parts of data entry to the distribution level;</li> </ol>				
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<p><b>BAU Services</b></p> <ol style="list-style-type: none"> <li>5. Processing Corporate Online payments on an as needed basis, for urgent or overseas payments;</li> <li>6. Processing adjustment notes for invoices where there have been faulty or incorrect goods received and a credit note has been received from the ACTEW supplier;</li> <li>7. Processing retentions including withholding and releasing retentions, and reconciliation of the retentions balance to the general ledger balance each month;</li> <li>8. Processing travel allowance payments;</li> <li>9. Performing zero and cross company transfers and running zero payments in Oracle after payments have been made in order to correct the costing of the invoice;</li> <li>10. Manual correction of auto invoice imports when timing issues across the reporting periods occur;</li> <li>11. Processing petty cash import on a monthly basis;</li> <li>12. Creating EFT payment batches twice a week;</li> <li>13. Creating cheque runs once a week, sending cheques and preparing collect cheques for ACTEW staff members wishing to deliver cheques personally to the supplier; and</li> <li>14. Month end processes including:             <ol style="list-style-type: none"> <li>a. Opening and closing payable periods;</li> <li>b. Payables reconciliations of ACTEW trade creditors and retentions;</li> <li>c. ACTEW supplier creation and modifications report;</li> <li>d. ACTEW contractors payroll tax report; and</li> <li>e. Review of invoices paid without a purchase order in Discoverer.</li> </ol> </li> </ol> <p><b>Credit Card Administration</b></p> <p><b>The following services are provided on the basis that ACTEW</b></p>				
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<p><b>BAU Services</b></p>				
<p>utilise only American Express Corporate Credit Cards (denoted as Credit Cards)</p> <ul style="list-style-type: none"><li>15. Setting up new Credit Cards, adjusting limits, replacing current Credit Cards for approved personnel;</li><li>16. Managing Credit Cards - including training for custodians;</li><li>17. Managing Credit Card file uploads/downloads; and</li><li>18. Monthly review of 10% of Credit Cards.</li></ul>				

## 2. Business Systems

### 2.1 BAU Services (Services 19 to 50)

<p><b>BAU Services</b></p> <p><b>Service Desk &amp; Desktop Support</b></p>	<p>19. Provide a single point of contact for all incidents, access requests, requests for change and service requests;</p> <p>20. Resolution of service requests by service desk (i.e. over the phone) and desktop support (i.e. hands-on assistance provided);</p> <p>21. Delivery and installation of workstation, as requested (including keyboard, mouse and monitor, laptops, Wintems, notebooks);</p> <p>22. Installation and configuration of telephones, voicemail services and setup of monthly business mobile calling plans;</p> <p>23. Service desk support for Hosted Applications to Level 2. Escalation to level 3 will be undertaken as required;</p> <p>24. Management of permissions for specific folder/network access requiring approval from managers/ permission group owners;</p> <p>25. Incident Management (Level 1 and 2):</p> <ul style="list-style-type: none"> <li>a. Incident logging and workaroud facilitation;</li> <li>b. Incident follow-up and closure; and</li> <li>c. Group or corporate-wide communications/notifications on incidents;</li> </ul> <p>26. Pick up surplus or end of lease ICT hardware for disposal or return to lessor; and</p> <p>27. Secure destruction of data that is stored on surplus ICT hardware picked up.</p>						

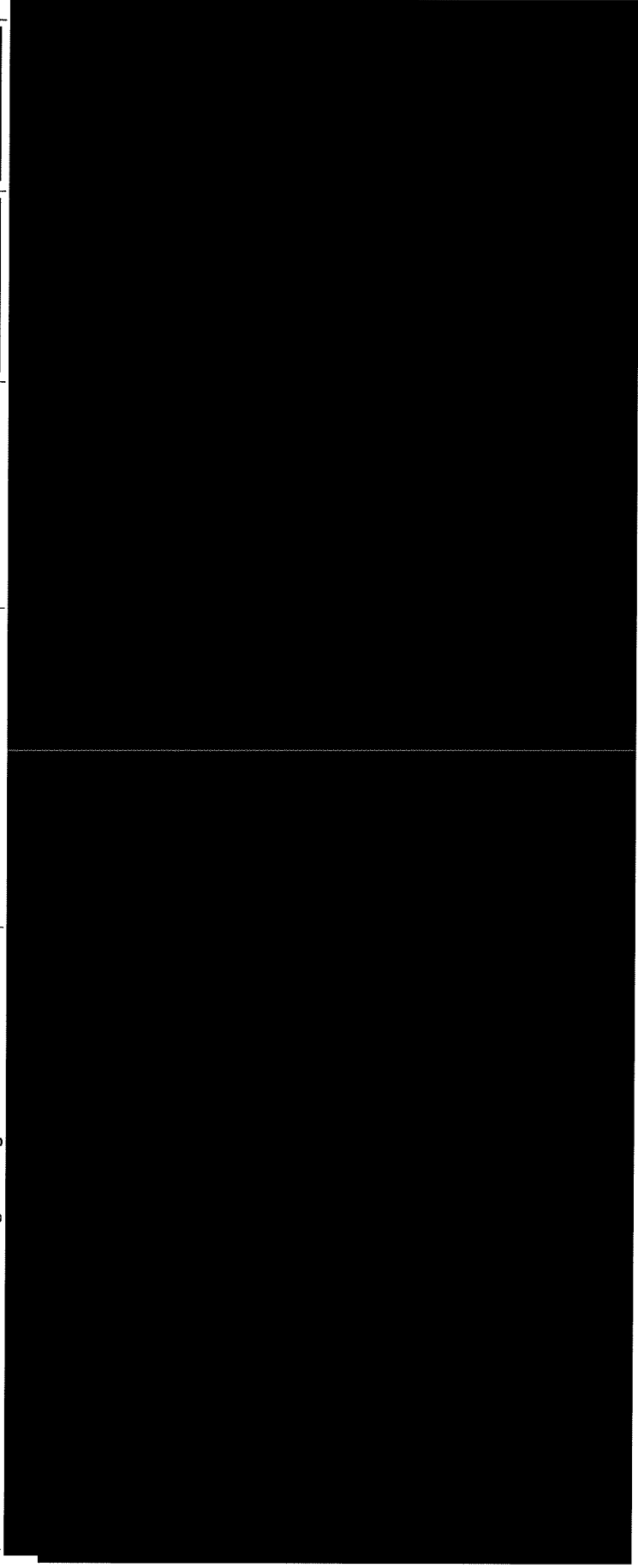


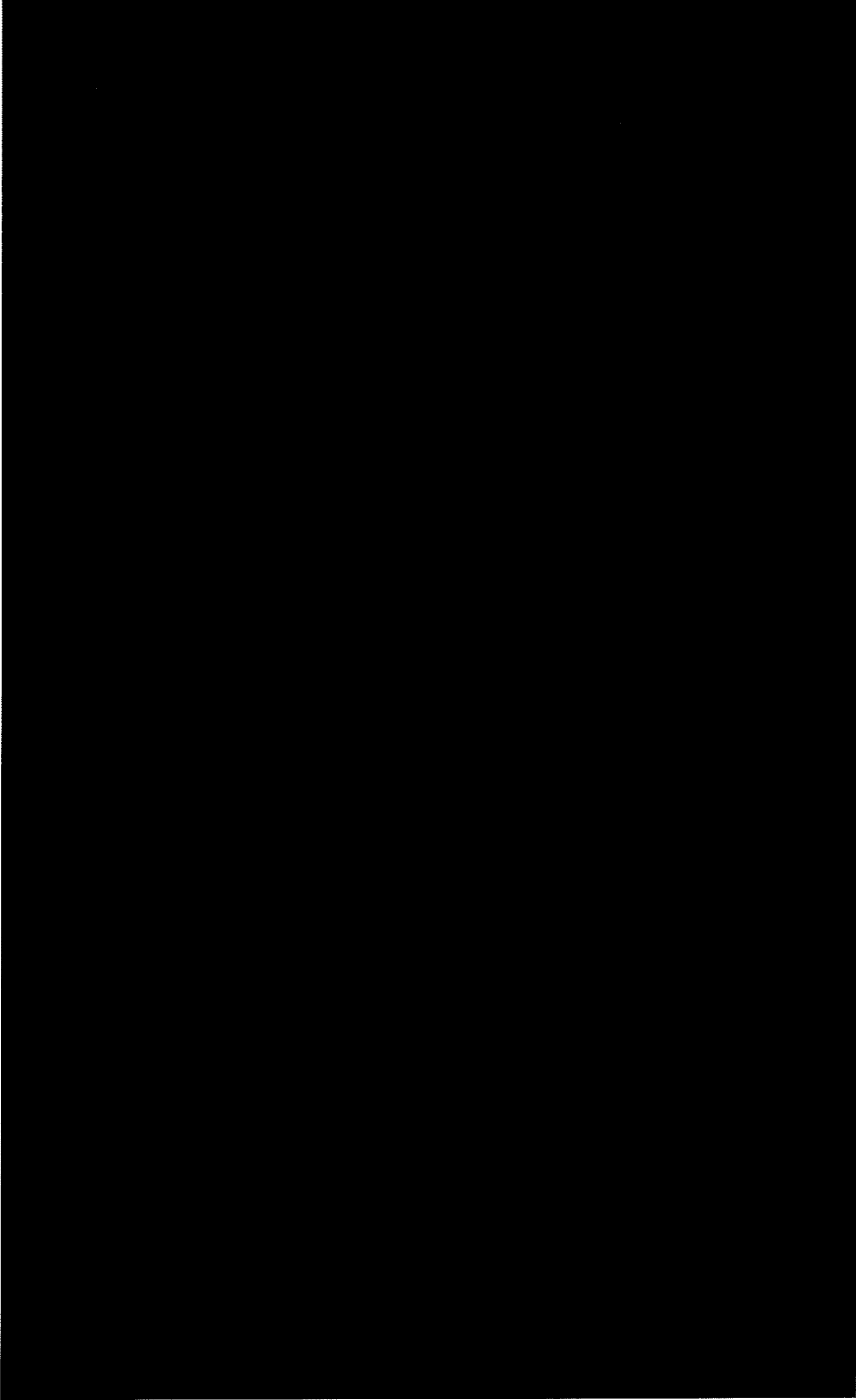
BAU Services				
<p><b>ICT Purchasing</b></p> <p>28. Assisting ACTEW in the purchase/lease of ICT assets (sourcing of ICT hardware and software);</p> <p>29. Facilitation of management of ACTEW leased and owned assets including asset tracking, maintenance of asset records, asset lease management and performing reconciliation of leased asset schedules on a regular basis; and</p> <p>30. Tracking and reporting on ACTEW's telephone usage.</p>				
<p><b>Infrastructure</b></p> <p>31. Provision of an ActewAGL standard operating environment, including set applications for users such as the Microsoft Office Suite.</p> <p>32. Provide internet and intranet access:</p> <ul style="list-style-type: none"> <li>a. Providing approved access to specific internet sites; and</li> <li>b. Intranet access including infrastructure servers, firewalls, security hardware and software).</li> </ul> <p>33. Providing remote access including secure authenticated access to the corporate network from non-corporate sites via VPN or Citrix Web Interface (e.g. home access).</p> <p>34. Backup &amp; Recovery:</p> <ul style="list-style-type: none"> <li>a. Management of all server and database backup hardware and software;</li> <li>b. Daily server operating system/file system backups;</li> <li>c. Management of all server restoration hardware and software;</li> <li>d. Server image and/or file system restoration;</li> <li>e. User account administration (database tier only); and</li> <li>f. Partial/full data/database instance restoration.</li> </ul> <p>35. Maintenance of the operating environment patching regime in line with ActewAGL IT Change Management Procedure.</p> <p>36. Providing other routine maintenance services, including fixes,</p>				

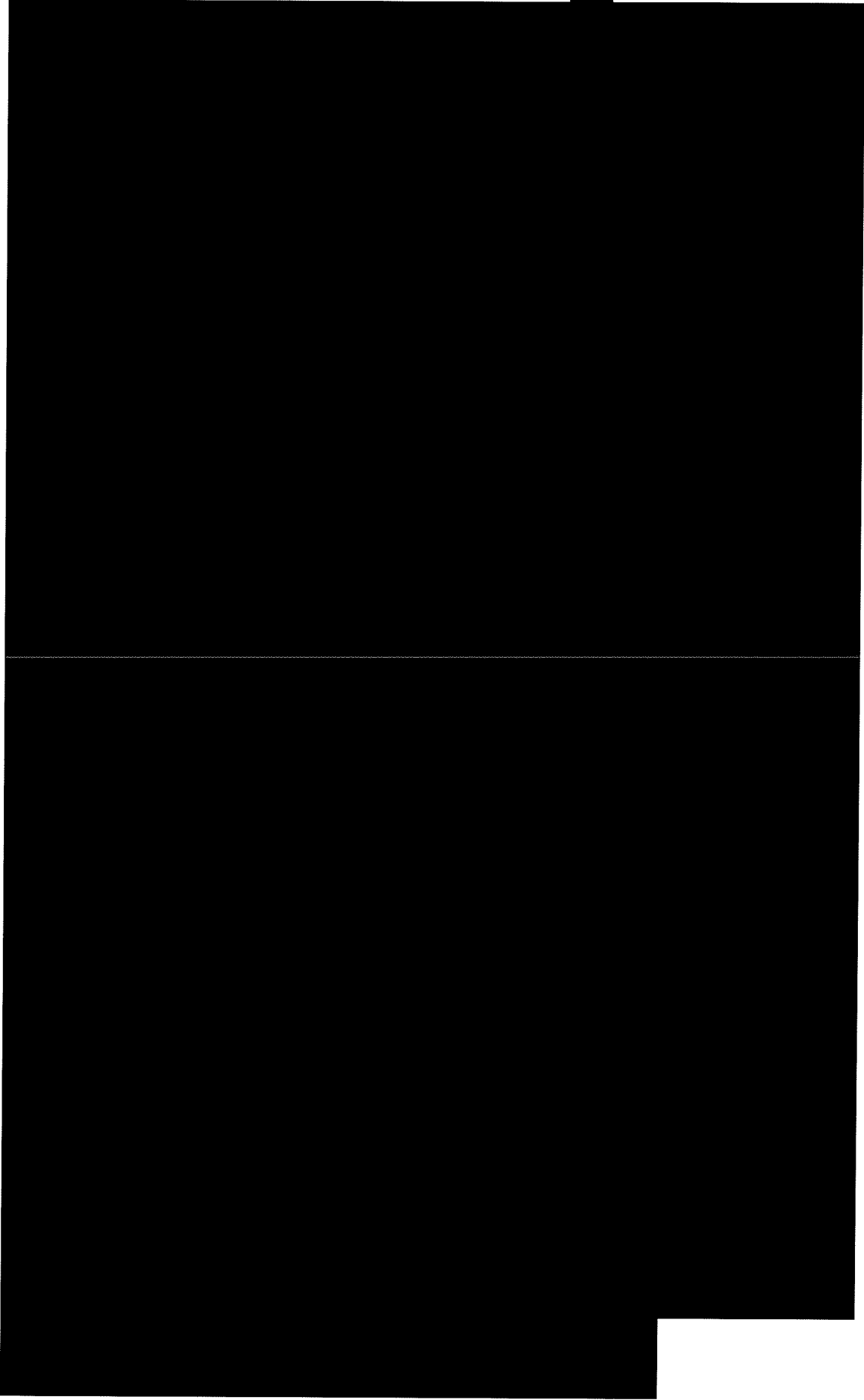
<p><b>BAU Services</b></p>				
<p>virus updates, and licence updates.</p> <p>37. Technology, capability and processes to enable integrated messaging including the provision and support of the ActewAGL's chosen platform for Email, calendaring, SMS and meeting room booking, and access to corporate email including email archiving and spam filtering.</p> <p>38. Security Management:</p> <ul style="list-style-type: none"> <li>a. Remediation of security issues on unregistered assets (software or hardware);</li> <li>b. Assistance with the removal of security threats (e.g. viruses, worms) from the computing environment;</li> <li>c. Co-ordination of activities with other service groups for the purposes of security remediation;</li> <li>d. Disconnecting infected machines from the network (if required);</li> <li>e. Applying recommended fixes and/or patches (if required);</li> <li>f. Patch management (based on standard monthly risk analysis);</li> <li>g. Rebuilding machines (if required); and</li> <li>h. Regular security and compliance review as determined by ActewAGL.</li> </ul> <p>39. Maintenance, support and refreshing of existing enabling technologies that contributes to the delivery of existing services, including servers, SAN attached storage, ESX and Citrix Infrastructure.</p>				
<p><b>Communications</b></p> <p>40. Telephony:</p> <ul style="list-style-type: none"> <li>a. Telephone management and configuration;</li> <li>b. Making available voicemail services; and</li> <li>c. Making available VoIP Telephony.</li> </ul> <p>41. Network Management LAN/WAN:</p>				

<p><b>BAU Services</b></p> <ul style="list-style-type: none"> <li>a. Providing router maintenance;</li> <li>b. Customer issue analysis and resolution;</li> <li>c. Issue management and escalation to external vendors;</li> <li>d. Network backbone maintenance.</li> </ul> <p>42. Maintenance of wireless network access.  43. Maintenance of trunked mobile radio network.  44. Maintenance of digital data radio network.</p>				
<p><b>Applications (BSD supported applications)</b></p> <p>45. Application Hosting including:</p> <ul style="list-style-type: none"> <li>a. Support of a hosting environment for server-based applications; and</li> <li>b. IT Service Continuity Management.</li> </ul> <p>46. Application services including:</p> <ul style="list-style-type: none"> <li>a. Maintenance of selected applications;</li> <li>b. Investigation and analysis of application patch and upgrade options; and</li> <li>c. Upgrade of existing applications.</li> </ul> <p>47. Maintenance of authorised and supported applications including:</p> <ul style="list-style-type: none"> <li>a. Maintenance of IT applications so as to avoid possible incidents or other degradation of service, including performance tuning and monitoring;</li> <li>b. Maintenance of a patching regime in line with ActewAGL's IT Change Management Procedure; and</li> <li>c. Maintenance of desktop SOE applications.</li> </ul> <p>48. Database Services:</p> <ul style="list-style-type: none"> <li>a. Maintenance of database server software;</li> </ul>				

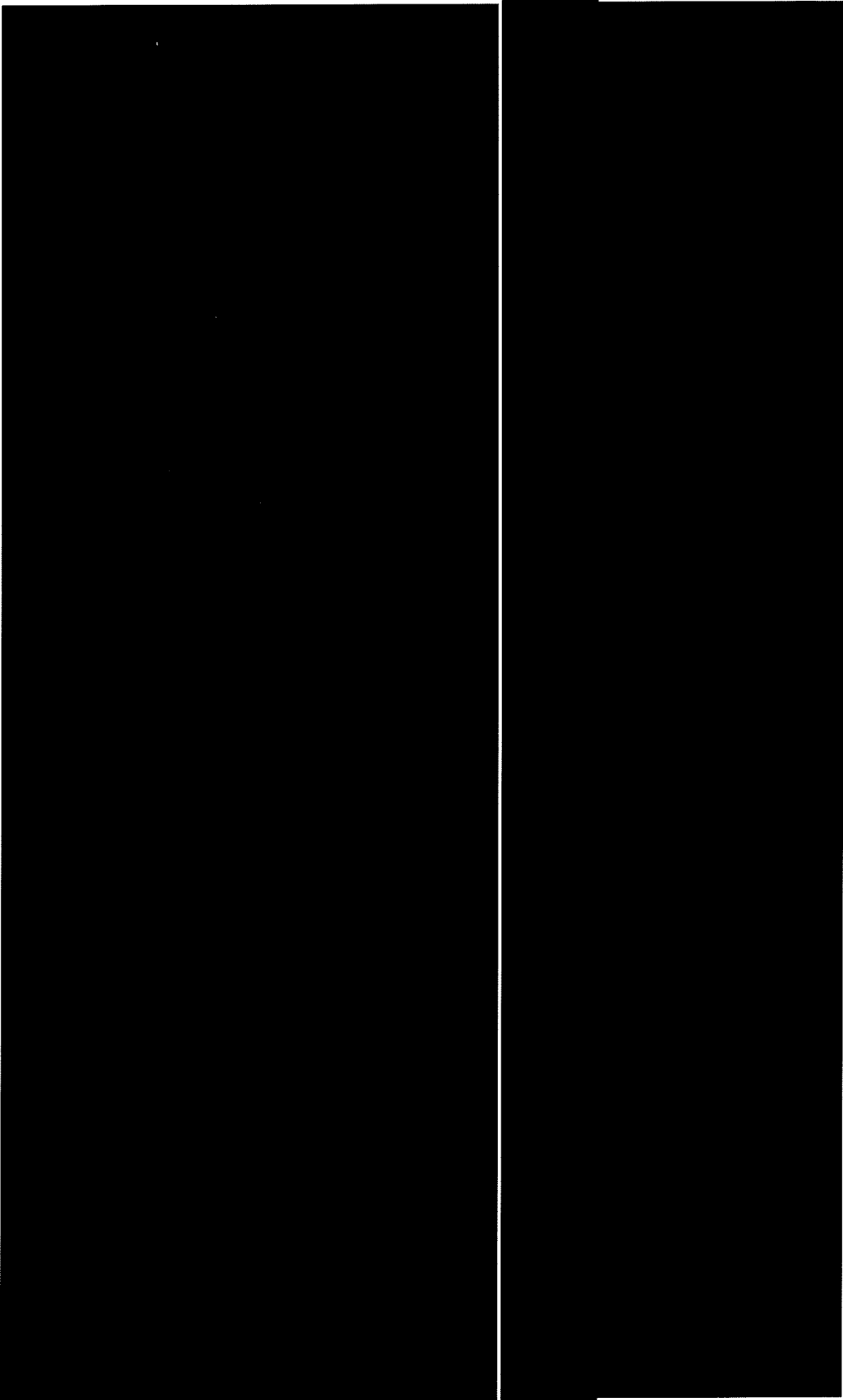
<p><b>BAU Services</b></p>					
<ul style="list-style-type: none"> <li>b. Assist with data migration and integrity activities for existing applications;</li> <li>c. Maintain backup and recovery processes within the business continuity plan; and</li> <li>d. Maintain disaster recovery backup and recovery services.</li> </ul> <p>49. Administration of software licences that are managed by BSD.                      50. Maintenance of the application environment patching regime in line with ActewAGL's IT Change Management Procedure.</p>					

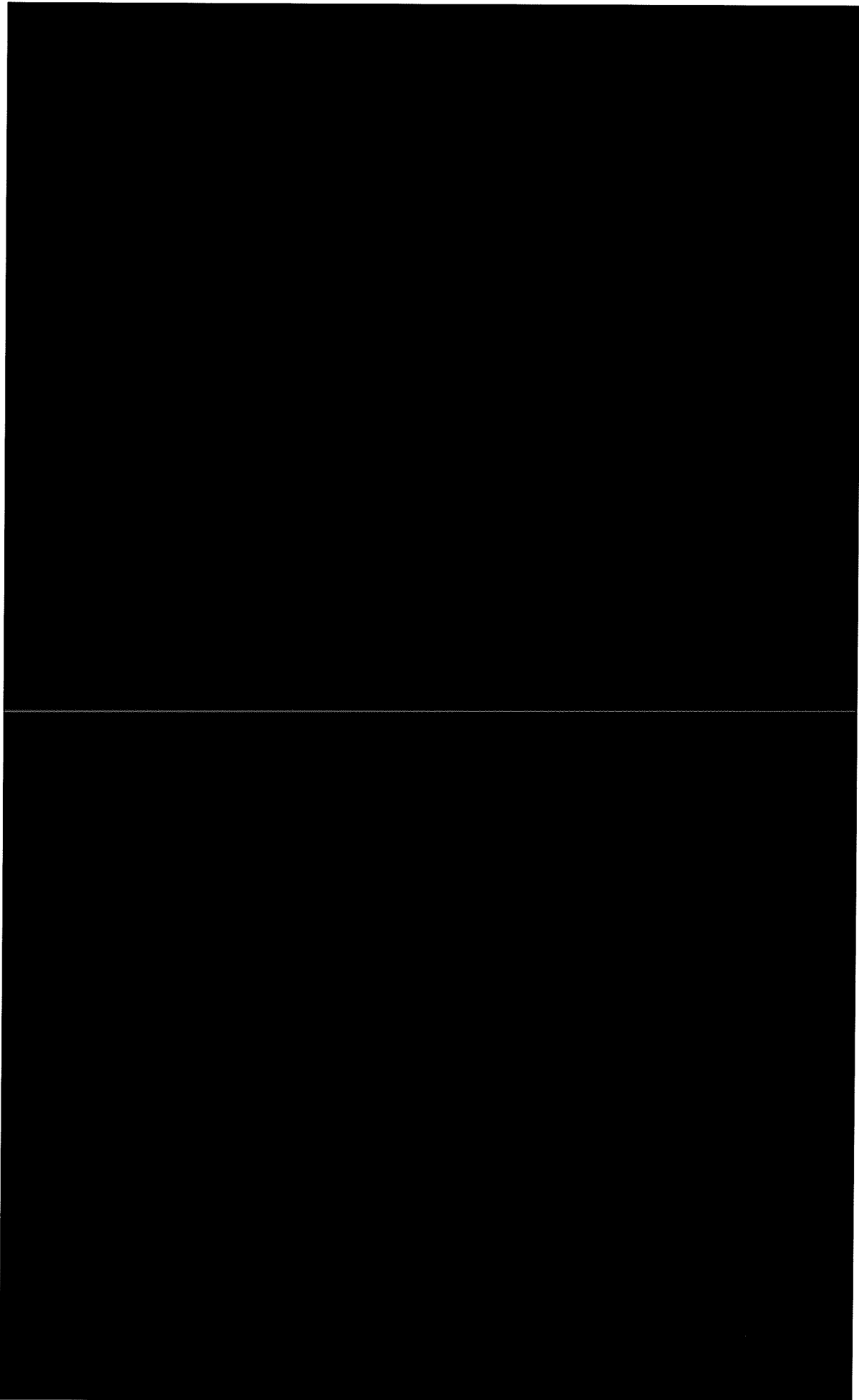




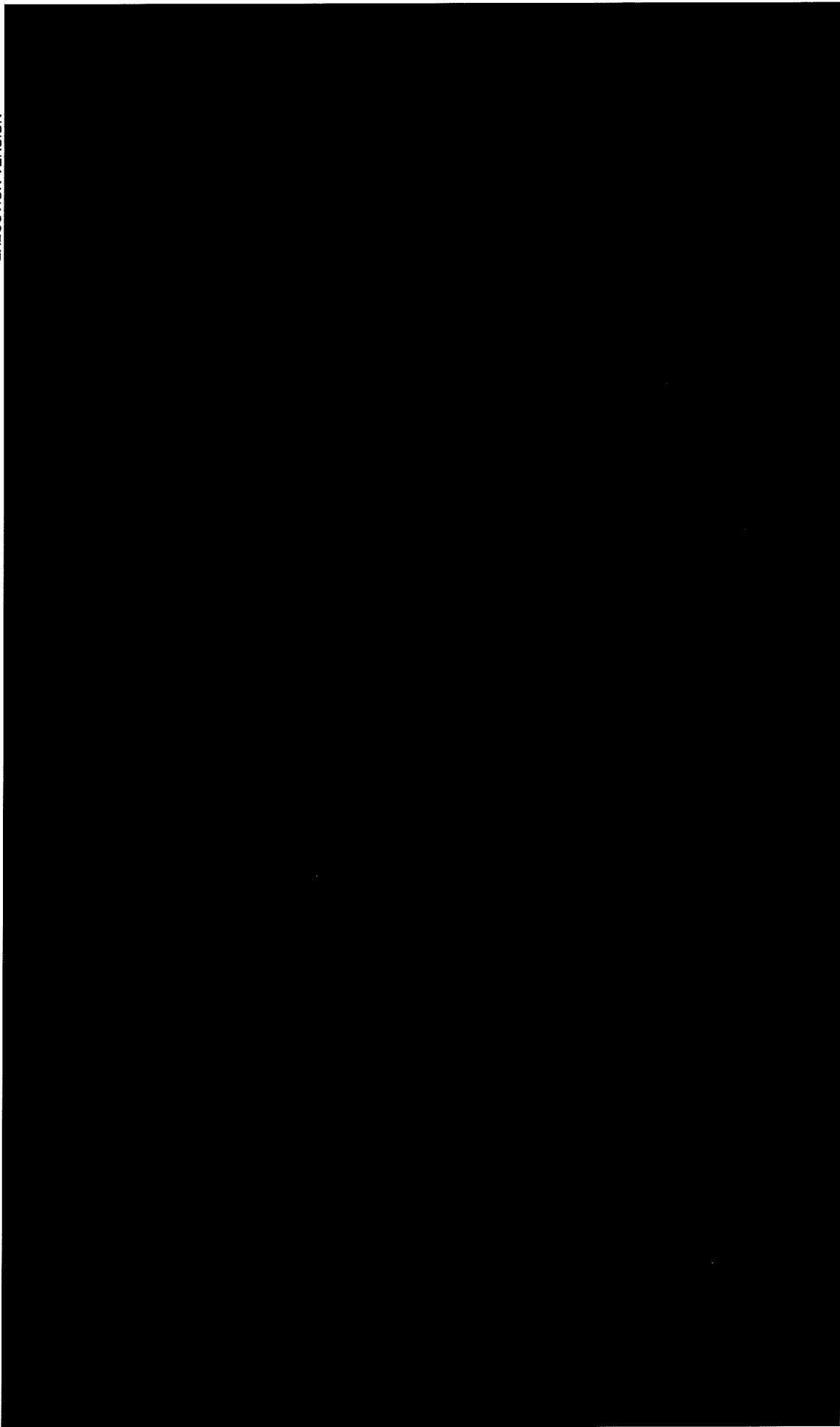


EXECUTION VERSION









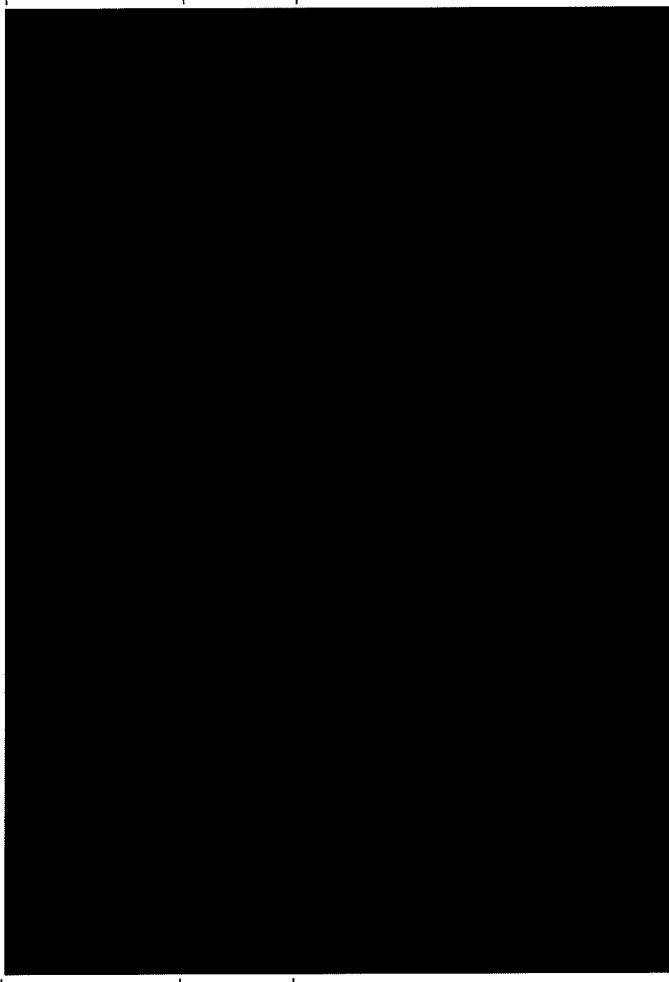
**3. Oracle Application Support**  
**3.1 BAU Services (Services 51 to 73)**

	<p style="text-align: center;"><b>BAU Services</b></p> <p><b>Oracle Applications Support</b></p> <ul style="list-style-type: none"><li>51. Create and maintain chart of ACTEW Oracle accounts;</li><li>52. Maintain and run Oracle Project accounting ledger;</li><li>53. Maintain and run month end general ledger procedures;</li><li>54. Set up and maintain projects and auto accounting look ups;</li><li>55. Maintain ACTEW custom interfaces;</li><li>56. Maintain complex reports for all ACTEW business units;</li><li>57. Maintain ACTEW workflow;</li><li>58. Maintain ACTEW discoverer reports;</li><li>59. Maintain ACTEW custom forms;</li><li>60. Maintain web reporting screens for all ACTEW business units;</li><li>61. Maintain ACTEW employees / users access including PO delegations and intranet delegations spread sheet;</li><li>62. Apply patches when required across ACTEW Oracle modules;</li><li>63. Undertake system testing, when patches are applied;</li><li>64. Support the following ACTEW Oracle Modules:<ul style="list-style-type: none"><li>a. Accounts receivable;</li><li>b. Accounts payable;</li><li>c. Projects;</li><li>d. General ledger / financials;</li><li>e. Inventory and order management;</li><li>f. Purchasing and iProcurement;</li></ul></li></ul>
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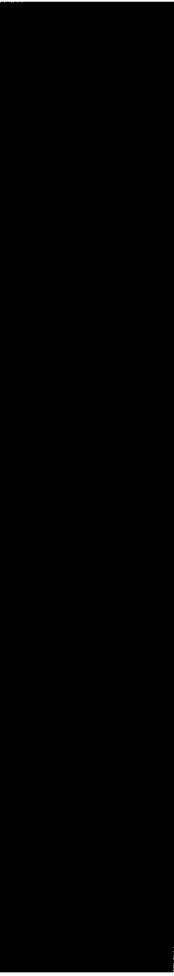
<b>BAU Services</b>	
<ul style="list-style-type: none"> <li>g. Oracle Application Database Integration (ADI);</li> <li>h. Mobile Supply Chain Application (MSCA);</li> <li>i. Fixed assets;</li> <li>j. Workflow administrator;</li> <li>k. Oracle development system – TOAD, OBASE; and</li> <li>l. Petty Cash &amp; Credit Card applications;</li> </ul> <p>65. Maintain three testing environments - Odev, OQA and Otest;</p> <p>66. Maintain Oracle interfaces with other systems – i.e. WASP, Aurion, Reserve Bank, MPSR;</p> <p>67. Develop and run custom scripts as required by ACTEW business units subject to internal resources being available;</p> <p>68. Maintain Oracle service requests for all ACTEW business units;</p> <p>69. Provide Oracle Training on modules described in item 64;</p> <p>70. Perform complex analysis for issues resolution including raising a computer system change request and logging Oracle support calls;</p> <p>71. Maintain Right Fax application;</p> <p>72. Maintain Oracle system alerts; and</p> <p>73. Provide advice on system capabilities and configuration within areas of expertise.</p>	This area is intentionally redacted with a black box

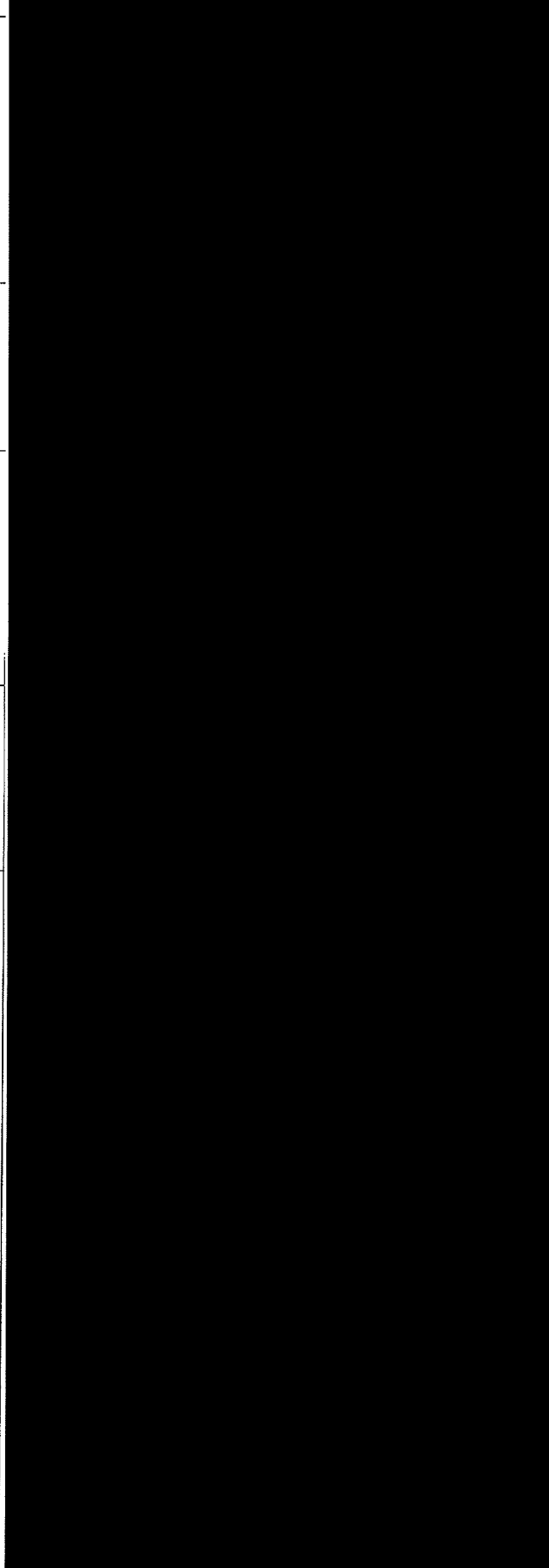
4. Property and Security  
4.1 BAU Services (Services 74 to 105)

	<p style="text-align: center;"><b>BAU Services</b></p> <p><b><u>Property Maintenance</u></b></p> <p>The coordination and management of:</p> <ul style="list-style-type: none"><li>74. Air conditioning maintenance including monthly programmed air conditioning maintenance plus reactive response;</li><li>75. Building maintenance including pest control, glazing, graffiti removal, blinds, painting, paving, carpentry and signage as required;</li><li>76. Plumbing and drainage maintenance;</li><li>77. Electrical and lighting maintenance including maintenance of electric doors and gates, electrical fitting and lighting;</li><li>78. Recycling and waste collection and septic tank contents disposal at Mt Stromlo administration building;</li><li>79. Cleaning services;</li><li>80. Grounds and depot maintenance including mowing, edging and horticultural maintenance (excluding ACTEW Treatment Sites);</li><li>81. Security equipment maintenance, access control system maintenance and alarm system maintenance;</li><li>82. Security patrols including after hours and weekend patrols and alarm response;</li><li>83. Fire systems maintenance including maintenance of fire suppression,</li></ul>
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<p><b>BAU Services</b></p>	
<p>fire fight and fire alarm equipment; and 84. Data points &amp; phone port installation.</p>	
<p><b><u>Facilities Helpline</u></b> The provision of the following services: 85. First point of contact for reactive service requests for Non-Operational Sites only. Tier 1 problem resolution. 86. After hours on-call service. 87. Internal mail service with 2 x daily pick ups. 88. Security ID production and programming. 89. Processing of invoices in relation to statutory charges and utility payments including gas, electricity, water and sewerage, land tax, council rates and property maintenance invoices for ACTEW properties.</p>	

BAU Services	Key Performance Indicators	Service Availability	Scope of Agency	Third Party Contracts
<p><b><u>Security Services</u></b></p> <p>The provision of the following services:</p> <ul style="list-style-type: none"> <li>90. Review and/or update of vulnerability assessment and security management plans on an as required basis as determined by ActewAGL;</li> <li>91. Management of the key access systems;</li> <li>92. Security advice related to current ACTEW sites as requested/required;</li> <li>93. Providing security awareness training to ACTEW staff once every two years and as required for induction of new staff;</li> <li>94. Manage fraud prevention program for ACTEW, including providing fraud and corruption awareness training to ACTEW staff once every two years;</li> <li>95. Undertaking internal security investigations as required including assistance with review of retained CCTV footage for potential investigative/prosecution purposes and provide advice to ACTEW Executive; and</li> <li>96. Facilitating crisis management processes and business continuity plans.</li> </ul>				
<p><b><u>Project Management and other services</u></b></p> <ul style="list-style-type: none"> <li>97. Project management for office refurbishment and building capital projects, from design to commissioning and occupation;</li> <li>98. Project management for security systems, CCTV and access control capital projects, from design to commissioning and occupation;</li> <li>99. Assisting with relocation of furniture, including hands-on assistance with relocations;</li> <li>100. Providing advice on purchasing furniture;</li> <li>101. Responding to safety requests and perform safety inspections;</li> <li>102. Maintaining a lease/land register of ACTEW's leases/properties;</li> <li>103. Liaise with telephone providers regarding new towers being built on</li> </ul>				

<p><b>BAU Services</b></p>	
<p>ACTEW's properties/leases as agreed with ACTEW; 104. Assistance with preparing for events at ActewAGL House, e.g. setting up chairs subject to resources being available; and 105. Maintain site specific property asset management plans (hydraulic, electrical, mechanical, security).</p>	



5. HR Service Centre  
 5.1 BAU Services (Services 106 to 124)

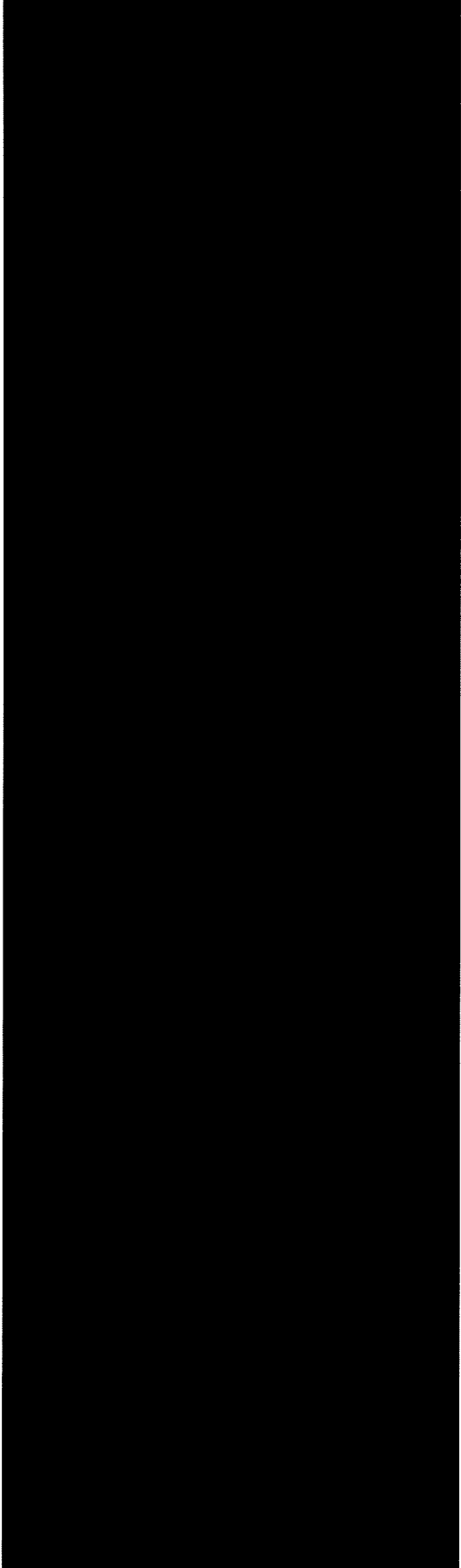
	<b>BAU Services</b>	
	<p>106. Internal and external recruitment and selection services in accordance with HR Policy and Procedures including:</p> <ul style="list-style-type: none"> <li>a. Ensuring all advertised positions have an approved position description;</li> <li>b. Advertising of positions across relevant mediums including the HR Memo, newspapers, internet and ACTEW website and H2Oz;</li> <li>c. Provide assistance and guidance relating to the interview process;</li> <li>d. Providing advice on employment contracts, position descriptions, job classifications, recruitment and selection processes; and</li> <li>e. Complete all relevant documentation for new successful (and unsuccessful) and exiting personnel.</li> </ul>	
	<p>107. Advice on employee awards and conditions in conjunction with the Workplace Relations team, including assisting with responding to queries from ACTEW staff.</p>	
<p>108. Advice on Human Resource policy and application to all ACTEW staff in conjunction with the Workplace Relations and HR Planning and Projects teams.</p>		



<b>BAU Services</b>	
109.	Co-ordination and communication of Corporate news involving collating the latest news and information relating to HR matters, listing the current employment vacancies and distributing this information in the HR Memo on a weekly basis.
110.	Administration of payroll including ensuring that all time sheets received by ActewAGL and staff requests for personal changes to their pay received by ActewAGL are entered into the payroll system, and responding to all queries from ACTEW staff in regards to the payment of salaries and any variations.
111.	Advice on variations to Enterprise Agreement pays scales and pay increments and the impact on individual's salaries, in conjunction with the Workplace Relations team.
112.	Maintenance of PAYGW tax and other employee deduction payments and ensuring that all variations and amendments received by ActewAGL are correctly entered into the payroll system.
113.	Administration and arrangement of payment on behalf of ACTEW of superannuation, including inputting

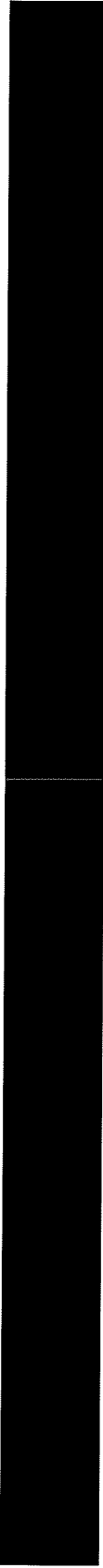
BAU Services	
<p>superannuation variations received by ActewAGL into the payroll system and ensuring that payments to the various superannuation companies are sent out each fortnight.</p>	
<p>114. Administration of incentive schemes, including uploading company and personal bonus information into payroll system for payment.</p>	
<p>115. Administration of salary sacrificing, including ensuring that staff requests for salary sacrificing received by ActewAGL are entered into payroll system and providing this information to the ATO.</p>	
<p>116. Administration of novated vehicle leasing including assisting staff with queries and in applying for novated vehicle leasing, ensuring that payments are deducted from fortnightly pays and that payments are sent to leasing company on behalf of ACTEW.</p>	
<p>117. Provide access to ACTEW managers to information regarding employee leave entitlements including notifying those staff with excess recreational leave.</p>	
<p>118. Maintenance of Human Resource Management system (in conjunction with Business Systems Division to organise systems minor upgrades (excludes new modules), including testing and notifying staff of changes.</p>	
<p>119. Maintenance of employee records including changes to personnel records and updates into the payroll system.</p>	
<p>120. Administration of employee secondment to ensure that seconded staff employment details are correctly reflected in the payroll system.</p>	
<p>121. Administration of employee terminations, resignations and redundancies, including review of final pay calculations, arranging final payments on behalf of ACTEW and notifying superannuation companies that the staff member is no longer a current employee.</p>	

<b>BAU Services</b>	
122.	Administration of workers compensation in conjunction with the Injury Management Team to ensure that all of ACTEW's workers compensation payments are processed correctly.
123.	Administration of income protection in conjunction with the Injury Management Team to ensure that all of ACTEW's income protection payments are processed correctly.
124.	Administration of Enterprise Bargaining Agreements including uploading and testing all payroll changes once approved.



6. Other Human Resources

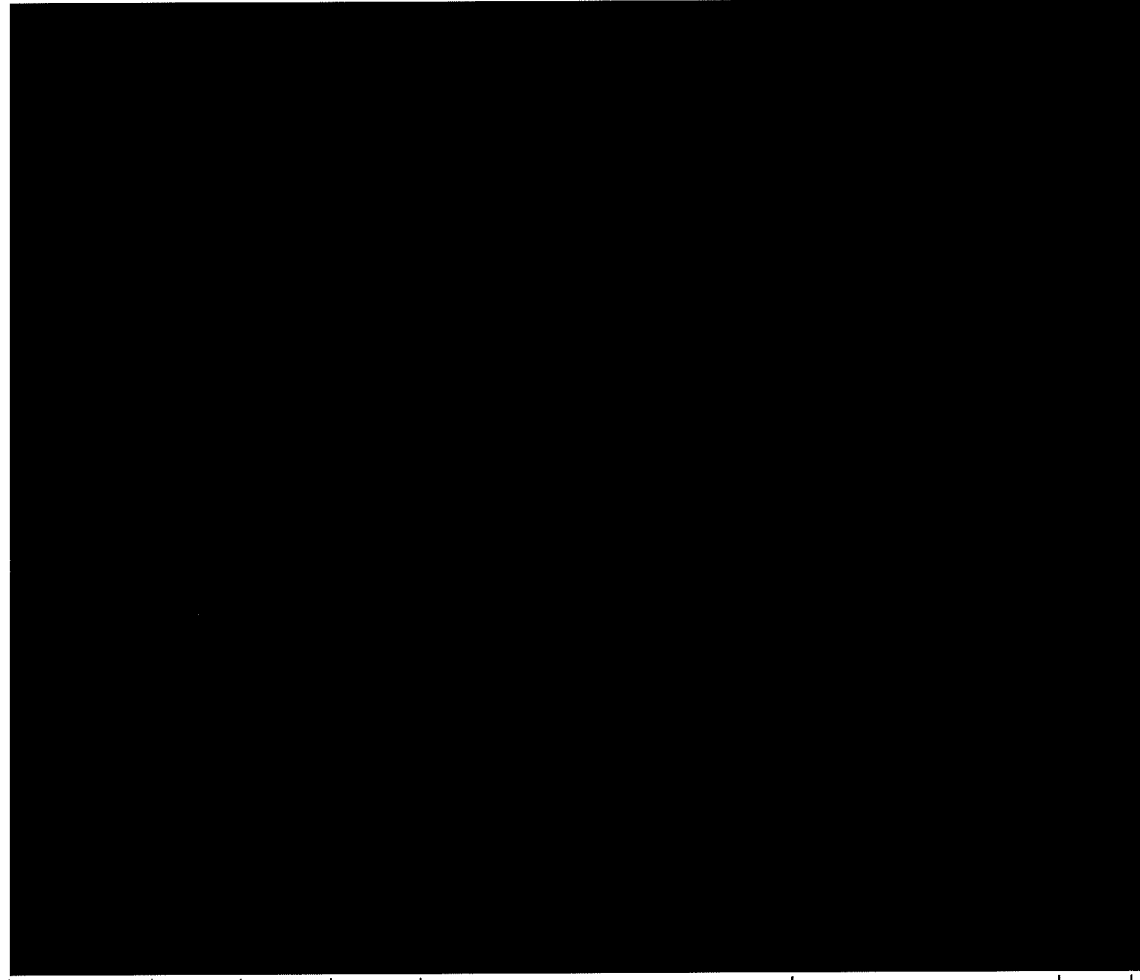
6.1 BAU Services (Services 125 to 146)

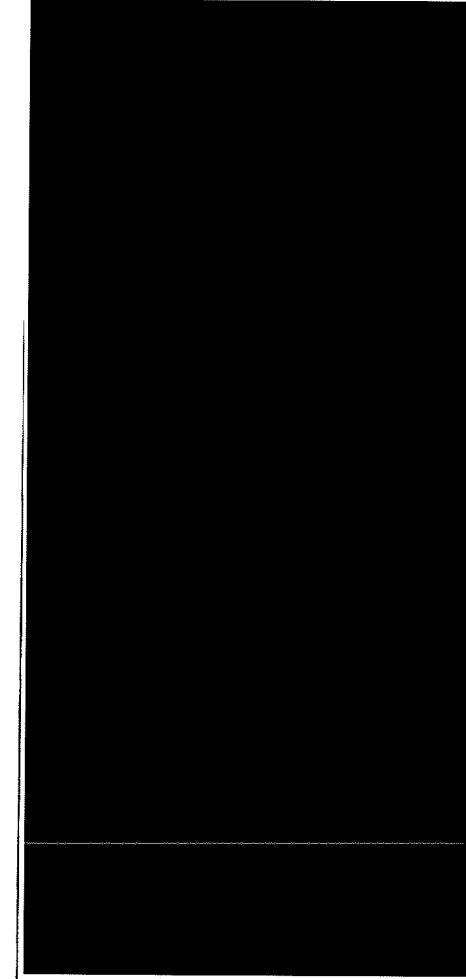


Projects & Planning


BAU Services	
125. Equity and diversity strategy and assistance with planning (initiatives targeting women and indigenous, disabled and older employees).	
126. Management of bullying and harassment complaints.	

<p><b>BAU Services</b></p>
<p>127. Management of the ANU Program endowments.</p>
<p>128. Provision of annual employee engagement surveys (if required by ACTEW).</p>
<p>129. Provision of exit and entry interviews and reporting of outcomes to ACTEW quarterly.</p>
<p>130. Make available ActewAGL's HR policies for utilisation by ACTEW. If ACTEW requires any adaptation of those HR policies, ACTEW will pay the costs associated with the adaptation.</p>
<p>131. Management of the Colleague Support Network (CSN), including maintaining and supporting the network and providing training at quarterly meetings.</p>
<p>132. Develop an annual ACTEW HR Business Plan (in a similar format to the ActewAGL HR Plan).</p>



<p><b>BAU Services</b></p>	
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**Employee Health**

<p><b>BAU Services</b></p> <p>133. Administration of workers compensation including providing compensation paperwork to injured employees as required, monitoring worker compensation premiums ACT Workers Comp. Scheme/ComCare and investigating strategic ways to decrease/maintain ACTEW's compensation premium costs.</p> <p>134. Administration of income protection including providing income protection paperwork to all employees as required, monitoring the income protection premium, and investigating strategic ways to decrease/maintain ACTEW's income protection premium costs.</p> <p>135. Administration of employee rehabilitation and management of injured employees including:</p> <ul style="list-style-type: none"> <li>a. Implementing a case management approach to assist injured employees in their return to work;</li> <li>b. Implementing early intervention strategies such as urgent medical attention/assessment/review of injuries;</li> </ul>	
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<b>BAU Services</b>	
<ul style="list-style-type: none"> <li>c. Supporting managers in managing complex claims;</li> <li>d. Conducting regular monthly case reviews (both internally and externally);</li> <li>e. Appointing external rehabilitation providers as necessary to assist with case management; and</li> <li>f. Supporting employees in adhering to their return to work plans.</li> </ul>	<p>136. Administration of the Employee Assistance Program (EAP) including:</p> <ul style="list-style-type: none"> <li>a. Reviewing utilisation rate of the EAP on a quarterly basis;</li> <li>b. Promoting program through educational sessions/ACTIVE/intranet;</li> <li>c. Communicating to staff session limits (6 per employee);</li> <li>d. Approving further sessions as requested; and</li> <li>e. Reviewing service level agreement with EAP suppliers on an annual basis.</li> </ul>
<p>137. Administration of the ACTIVE program involving:</p> <ul style="list-style-type: none"> <li>a. The delivery of health &amp; wellbeing programs to address key employee health risks;</li> <li>b. Supporting divisions to implement health &amp; wellness programs to reduce injuries in the workplace; and</li> <li>c. Making available annual flu vaccinations for staff.</li> </ul>	

**Business Partners**

<b>BAU Services</b>	
<p>138. Make available an ACTEW HR Business Partner and provision of generalist HR advice on:</p> <ul style="list-style-type: none"> <li>a. the Enterprise Agreement and Award, HR policies and procedures, terms and conditions of employment;</li> <li>b. Performance management including PDPs and unsatisfactory performance;</li> <li>c. Misconduct and disciplinary action;</li> <li>d. Recruitment;</li> <li>e. Minor restructuring;</li> <li>f. Job evaluations; and</li> <li>g. Management Service Agreement annual reviews including remuneration and bonus payments.</li> </ul>	

**Learning & Development**

<b>BAU Services</b>	
<p>139. Provision of initial training for all new employees, being a one day session scheduled every two weeks. It covers off ACTEW's core values, history of the organisation, administrative procedures, services and facilities, IT guidelines, key contacts, corporate programs, basic Work Health &amp; Safety (WHS) and other key legislative requirements and safety.</p>	
<p>140. Employee leadership training as required by ACTEW.</p>	



<b>BAU Services</b>	
	141. Mandatory training for HR driven compliance initiatives such as Bullying and Harassment, Sexual Harassment and Equity and Diversity.
	142. Administration of corporate training calendar, training needs analysis and staff skills audit.

**Workplace Relations**

<b>BAU Services</b>	
	143. Liaising and negotiating with unions, including consultative meetings.
	144. Advice on employee agreements, awards, conditions, HR policy and application, including advice on people and performance issues and assisting with employment contracts and workers compensation cases within competency skill set.

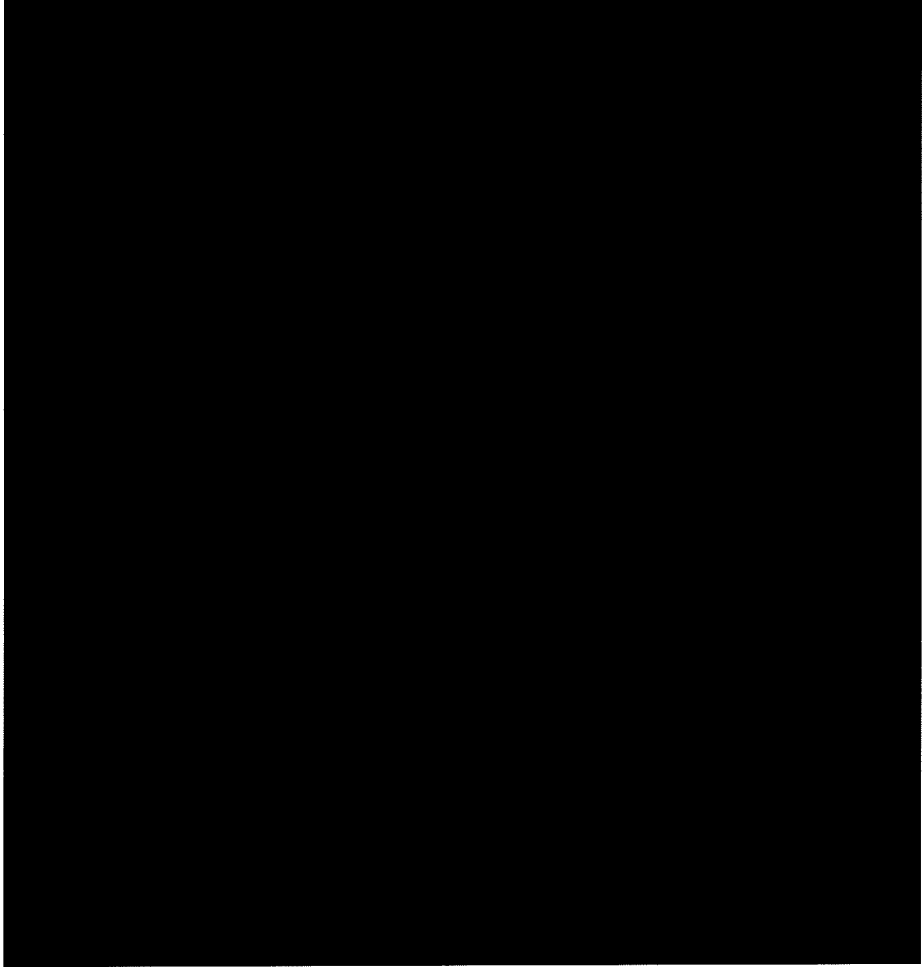
<b>BAU Services</b>	
145. Advising of industrial relations legislation updates and arrangement of training, at least every two years and on an as-needs basis within competency skill set.	[REDACTED]
146. Industrial relations dispute and resolution advice, including assistance with discipline and terminations and representing (excluding legal representation) ACTEW in Fair Work Australia and other industrial tribunals within competency skill set.	[REDACTED]

## 7. Networks Division

### 7.1 BAU Services (Services 147 to 165)

#### Vehicle Fleet Management

BAU Services
147. Order vehicles and associated equipment required by ACTEW.
148. Manage contracts associated with vehicle manufacturers and the ActewAGL/ACTEW preferred fleet leasing company.
149. Provide monthly update of the ACTEW register of vehicles including lease term, lease fees and lease start and termination date.
150. Distribute fleet lease reports to ACTEW representatives on an monthly basis.
151. Notify ACTEW representatives of service due date on leased vehicles.
152. Organise with leasing company for fuel cards and on-road assistance of leased vehicles.



<b>BAU Services</b>	
153.	Organise ACTEW corporate logos on leased vehicles.
154.	Manage the liaison relationship and queries with leasing company on behalf of ACTEW on leased vehicle matters such as vehicle disposal, lease extension, early lease termination and on-road assistance.

**Warehouse Management**

<b>BAU Services</b>	
155.	Provide ACTEW access to up to 400 bins of storage and handling facility located at Greenway to store ACTEW's water and sewerage network spare parts, consumables, inventory items.
156.	Provide ACTEW access to cage storage facility at Greenway which is accessible at any time for limited amount of consumables and inventory.
157.	Raise up to <u>3,500</u> purchase orders per year related to purchasing spare parts and inventory items required by ACTEW.

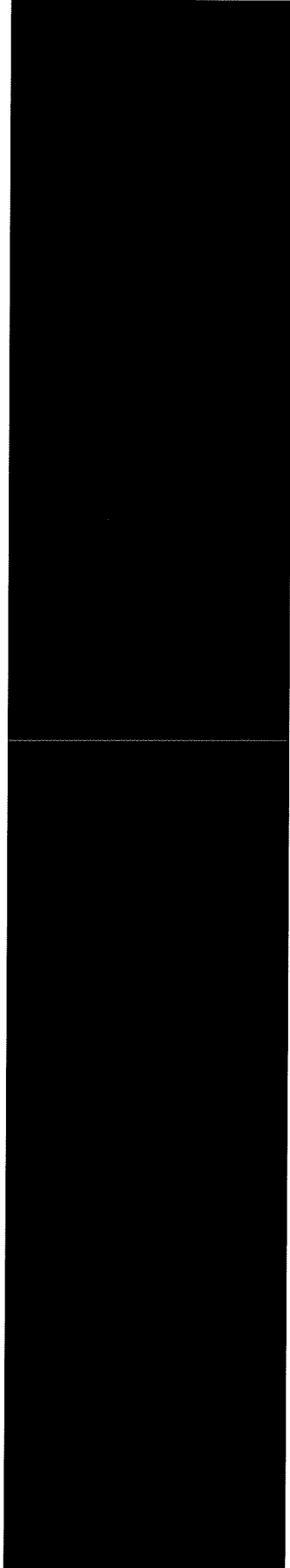
**Asset Location Service**

<b>BAU Services</b>	
	158. Manually map the location of ACTEW assets for up to 500 DBYD requests that cannot be completed by AIRS for DBYD software application.
	159. Manually mark the location of ACTEW assets of up to 600 in advance requests by external parties.
	160. Manually mark the location of ActewAGL electricity assets as result of water main bursts.

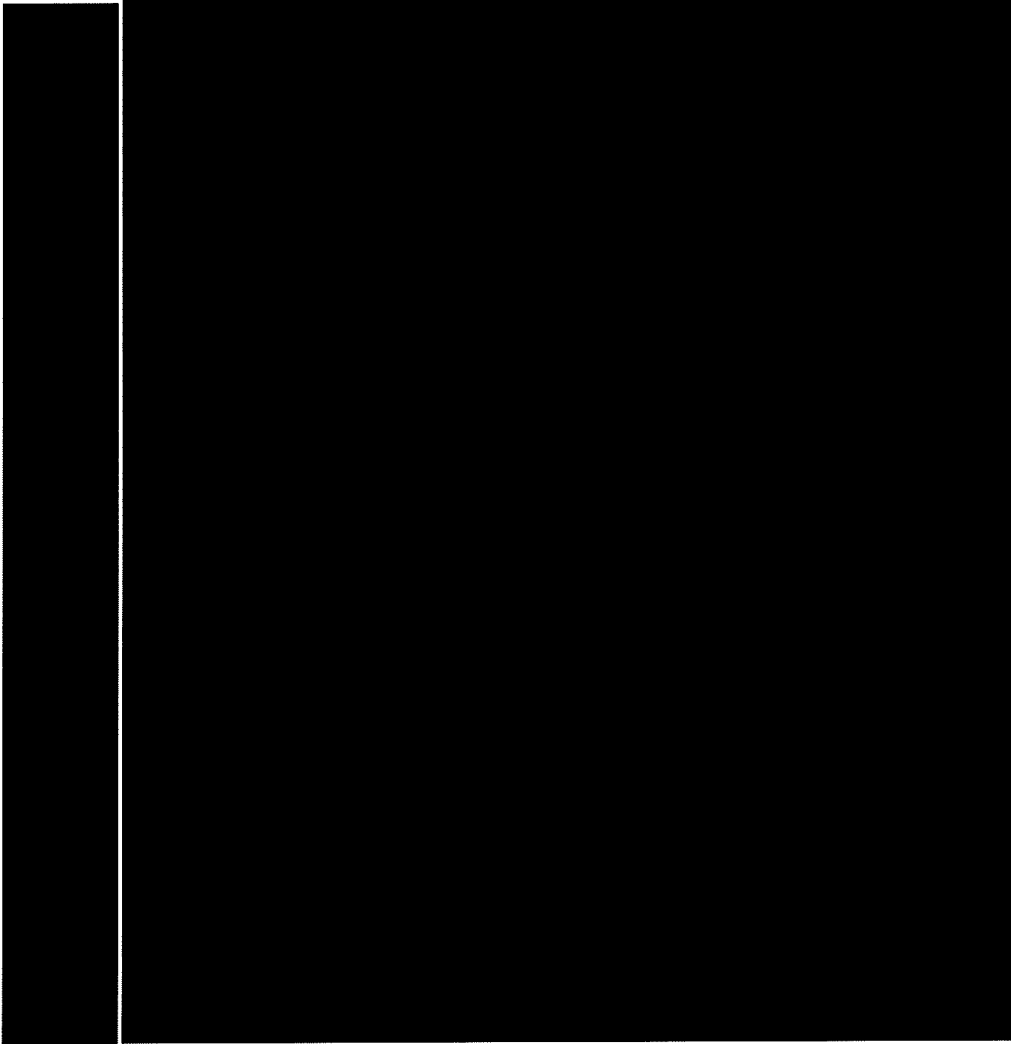
**Call Centre**

<b>BAU Services</b>	
	161. Provide an emergency contact centre for up to 25,000 emergency calls per year related to ACTEW's water and wastewater infrastructure.
	162. Record details of emergency calls in CallTaker, which is automatically interfaced into WaterWorks to enable ACTEW to respond to the emergency call.
	163. Review emergency events in WaterWorks which enables additional information to be provided to callers.
	164. Operate the MR6 messaging system which enables messages to be recorded on specific events and heard by callers.
	165. Provide a back up service to Canberra Connect contact centre during events (e.g. heavy rains) that result in Canberra Connect receiving a large volume of calls for storm water.

EXECUTION VERSION



8. Regulatory Affairs & Pricing  
8.1 BAU Services (Services 166 to 228)



BAU Services

Co-ordinate, manage and prepare for regular water and wastewater price reviews conducted by the Independent Competition and Regulatory Commission (ICRC).

166. Prepare strategy for managing major review and seeking approval of approach from relevant ACTEW officers (approx 2 years ahead of decision expiry).

167. Develop and maintain a general time frame/project plan that sets out milestones to facilitate a smooth process.

168. Manage communication and consultation with the ICRC.

169. Managing a Core project team to carry out and monitor a multitude of sub-projects including but not limited to:

- a. Capex/opex program;
- b. Asset management plan;
- c. Form of regulation/control which prescribes regulation of services including; water and wastewater tariffs, miscellaneous fees and charges, Water Abstraction Charge (WAC), bulk water and trade waste; and
- d. Determining a preferred form of regulation considers options such as Total Factor Productivity (TFP), revenue and price caps.

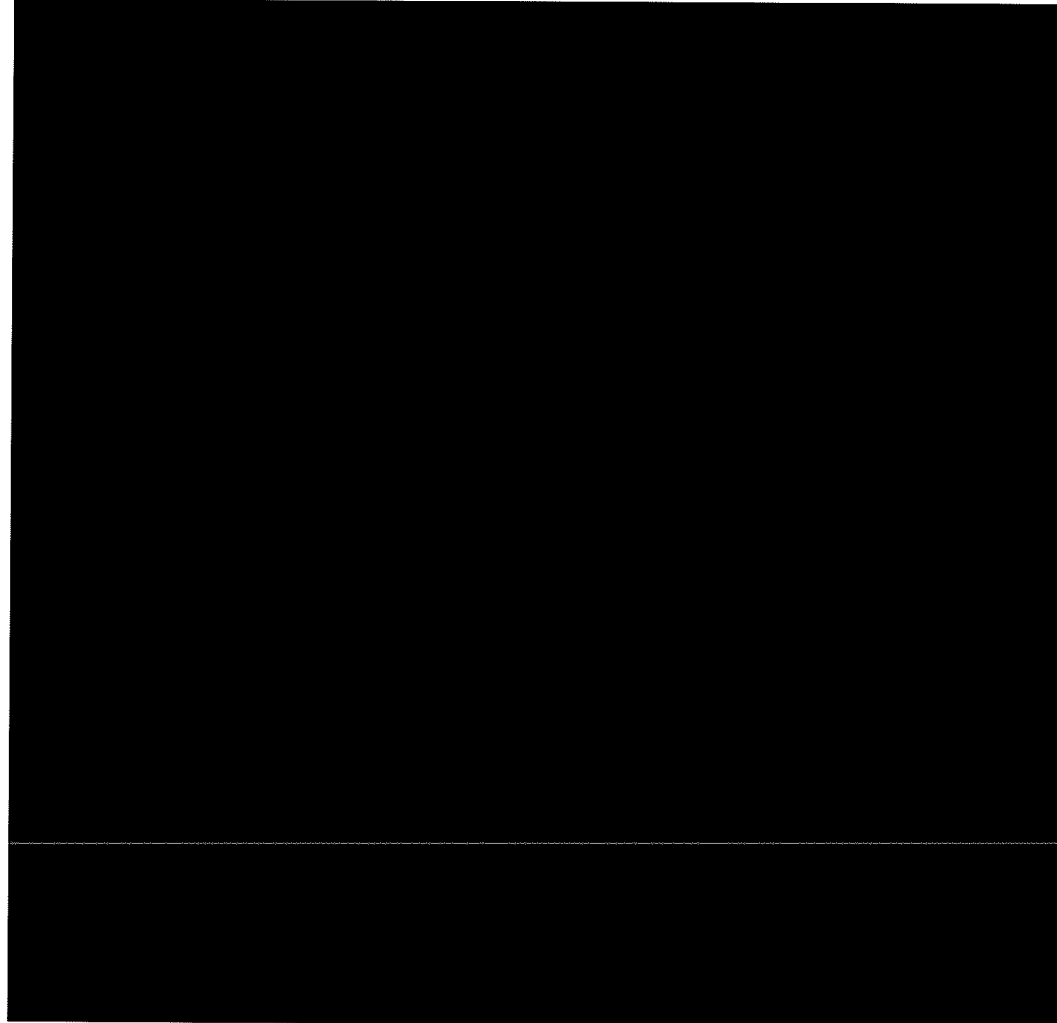
170. Undertake analysis and prepare demand forecasts, revenue (i.e. Post/Pre-Tax revenue model) and pricing models, price structure analysis, Weighted Average Cost of Capital (WACC) strategy and

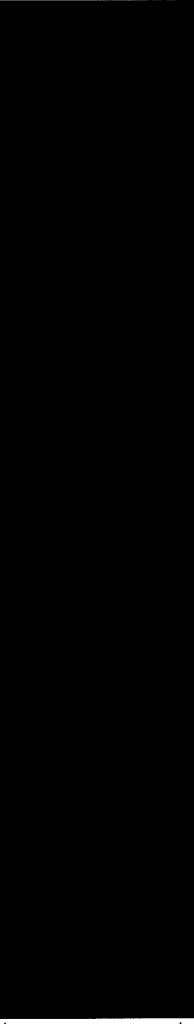
<p><b>BAU Services</b></p>	<p>development and evaluation of the Regulatory Asset Base.</p> <p>171. Assess need for external consultants (to be engaged directly by ACTEW) and manage appointment of consultants where appropriate including preparation of review budget.</p> <p>172. Analysis and advice on basis for retention of water and wastewater subvention payments.</p> <p>173. Research topical economic issues in the water and wastewater field (e.g. competition) and prepare position papers for ACTEW's consideration.</p> <p>174. Draft regulatory submissions and circulate for ACTEW's feedback and approval.</p> <p>175. Obtain price approval from the ICRC including confirming schedule of fees and charges to apply.</p> <p>176. Oversee publication and notification of new prices on website, newspaper.</p> <p>177. Provide prices to ActewAGL Retail's (AAR) Customer Accounts section to enable customer billing.</p> <p>178. Prepare responses to frequently asked questions (FAQs) for website with some input from ACTEW and AAR.</p> <p>179. Prepare relevant media briefings and co-ordinate with Communications responses to relevant media enquiries as required.</p>	<p><b>Co-ordinate, manage and prepare for unregulated pricing agreements (5 yearly) with QCC for bulk water supply.</b></p> <p>180. Act as primary point of contact for ACTEW with Queanbeyan City Council (QCC) officials.</p> <p>181. Assist ACTEW with negotiation of new contract and contract term.</p> <p>182. Prepare with stakeholders revised pricing agreement drawing from ICRC's water regulatory decision.</p> <p>183. Develop demand, pricing and revenue models and seek agreement from ACTEW and QCC.</p>
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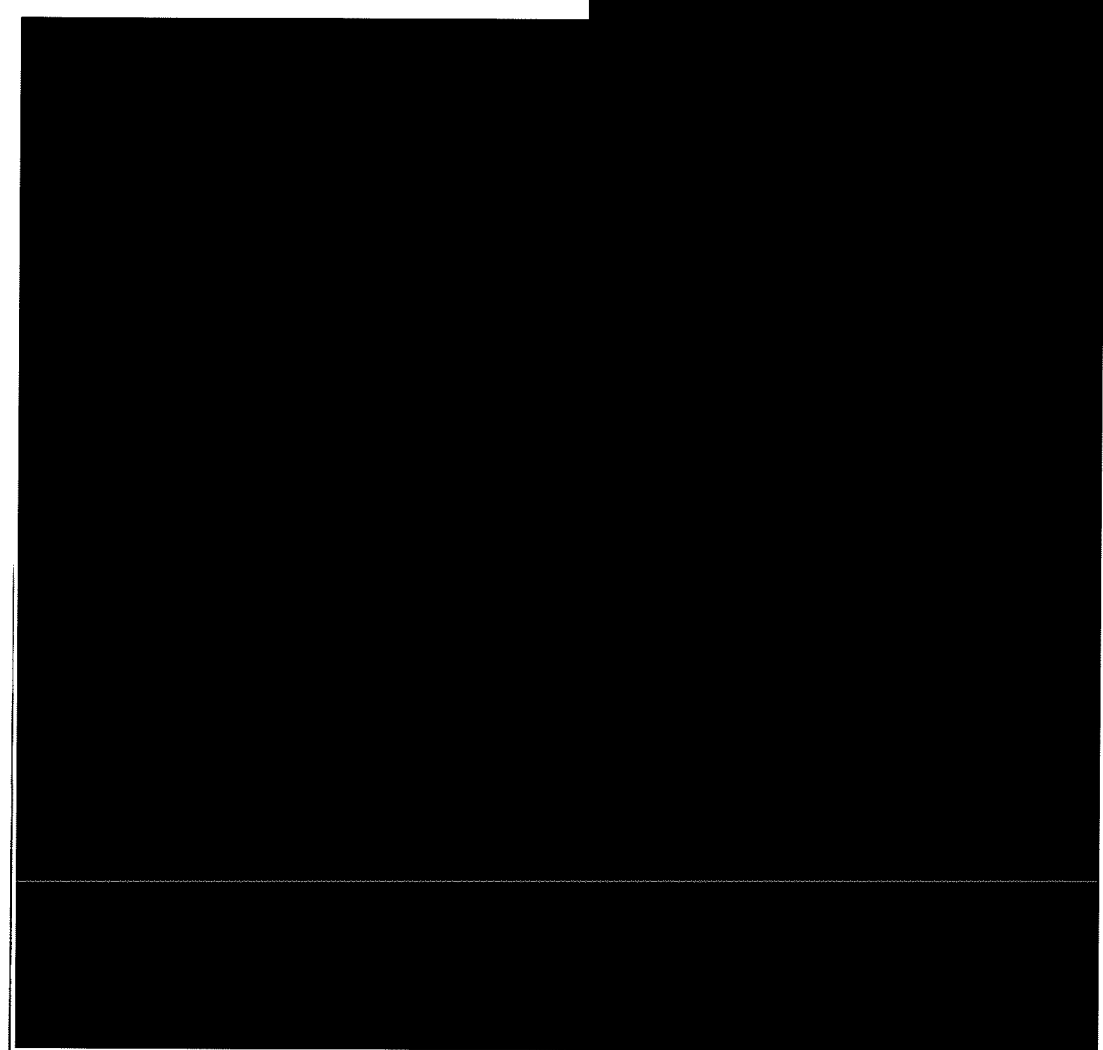
<p style="text-align: center;"><b>BAU Services</b></p>	
<p>184. Co-ordinate contract execution by both parties.</p>	
<p><b>Annual ACT Water and wastewater price resets.</b></p>	<p>185. Collating information and preparing regulatory submission for annual price resets.</p> <p>186. Assessing whether additional price adjustments can be sought by ACTEW within the regulatory decision requirements. For example, changes to miscellaneous fees and charges, water abstraction charge, Utilities Network Facilities Tax (UNFT) or other cost-pass through events.</p> <p>187. Checking for changes to concession arrangements or Community Service Obligations (CSOs).</p> <p>188. Obtain price approval from regulator including confirming schedule of fees and charges to apply.</p> <p>189. Oversee publication and notification of new prices on website, newspaper.</p> <p>190. Prepare relevant media briefings and co-ordinate with ACTEW and ActewAGL Communications responses to relevant media enquiries as required.</p>
<p><b>Annual reset of QCC Bulk Water Prices.</b></p>	<p>191. Revising prices to comply with 5 year pricing agreement and seek agreement from ACTEW and QCC, providing sufficient time for QCC to review.</p> <p>192. Prepare annual pricing schedule and co-ordinate sign-off between parties.</p> <p>193. Provide prices to AAR Customer Accounts for billing.</p>
<p><b>Assist ACTEW with annual performance and capital monitoring reporting to ICRC.</b></p>	<p>194. Advising on report structure and template.</p> <p>195. Verifying and confirming reconciliation of ICRC decision and actual</p>

<p><b>BAU Services</b></p>	<p>expenditure outcomes.</p> <p>196. Review report for compliance with reporting requirements, sufficient detail and explanation, and consistency with other regulatory documents.</p> <p>197. Provide submission to ICRC and manage questions from the regulator as first point of contact.</p>
<p><b>General Pricing strategy and analysis:</b></p> <p>198. Consumption data analysis.</p> <p>199. Price elasticity research and estimates.</p> <p>200. Price structure and level comparison and analysis.</p> <p>201. Cost allocation methodology (e.g. as for ActewAGL).</p> <p>202. Maintaining up-to-date jurisdictional comparisons of tariffs and benchmarking as appropriate.</p> <p>203. Modelling pricing and revenue scenarios. For example, price/revenue impact of capital investment project changes.</p> <p>204. Determine avoidable and long-run marginal cost estimates as a basis for advice on price structure and level and investment analysis.</p>	<p><b>Ongoing monitoring of regulatory environment and regulatory decisions, precedents and market movements.</b></p> <p>205. WACC and developments in the capital market.</p> <p>206. Benchmarking.</p> <p>207. TFP based regulation.</p> <p>208. Competition policy issues e.g. NSW WICA Act, 3rd party network access.</p> <p>209. Future industry structure i.e. privatisation, out-sourcing of services.</p>



<p><b>BAU Services</b></p>	<p><b>Monitor and advise ACTEW on economic regulatory framework.</b>                  210. In collaboration with ACTEW, prepare and support the case for introduction of clearer rules for capex/opex, cost of capital and merits review process in a suitable form.                  211. Price control vs. monitoring/surveillance.                  212. Efficiency incentive schemes e.g. EBSS</p>
<p><b>Monitor and track business performance against regulatory allowances.</b>                  213. Monitoring revenue, demand and capital expenditure.                  214. Prepare input to ACTEW Annual Reports for review by ACTEW.                  215. Development of unreads model to calculate the amount of water that consumers have consumed and monthly price for which they have not been billed, and provide follow up assistance and adjustments as required.                  216. Continual monitoring and analysis from sales statistics of water consumption and provision of quarterly revenue reports to ACTEW.</p>	<p><b>Consider and co-ordinate investigation into the legal basis for taking positions, regulatory decisions and options/rights for merit and judicial appeal.</b>                  217. Maintain understanding of legislation governing the regulatory review process and provide advice.                  218. Arrange legal review of submission material.                  219. Review legal feedback.</p>
<p><b>Minor ad hoc analysis and review</b>                  220. econometric and statistical work, research and surveys as agreed with ACTEW as may be required as inputs to regulatory reviews. For example, customer willingness to pay (WTP) study of sewer blockages for e.g. to support ACTEW regulatory submissions.</p>	

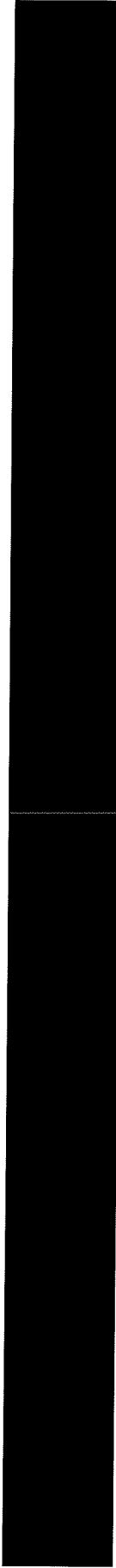
<b>BAU Services</b>
221. Monitor relevant ad hoc minor reviews undertaken by regulators and government agencies. For example, the ICRC inquiry into secondary water use in the ACT and the Productivity Commission's review of urban water.
<b>Economic appraisals, analysis and advice. For example:</b> 222. Wastewater supply to Uriarra development and pricing options e.g. under miscellaneous fees and charges. 223. Bulk water supply to other customers e.g. Yass. 224. Recycled water supply and pricing. 225. Mini hydro-electric plants. 226. Meter replacement program. 227. Water security program from 2013. 228. UNFT and WAC.



EXECUTION VERSION



9. Treasury  
9.1 BAU Services (Services 229 to 237)



Front Office Treasury

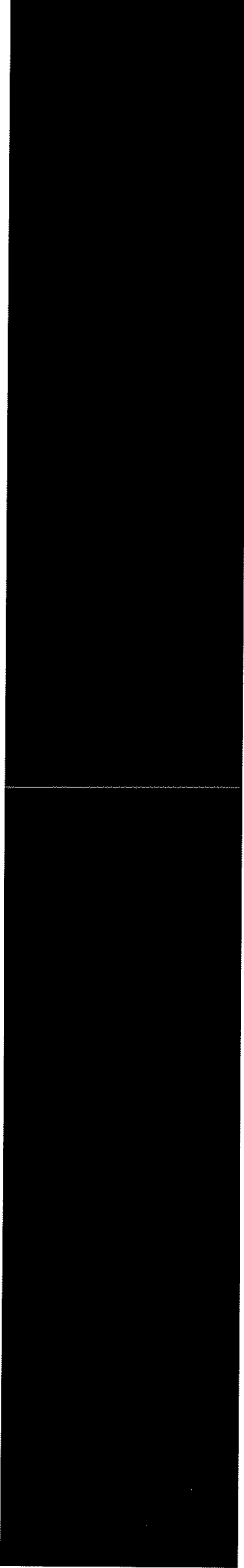
BAU Services	
229. Facilitating treasury transactions in accordance with the ACTEW Treasury Policy.	
230. Prepare deal tickets and update the treasury system ( <b>Integrity</b> ) for treasury transactions undertaken ready for review by Middle Office Treasury.	
231. Maintain and update annually the ACTEW Treasury Policy.	
232. Prepare a Monthly Treasury Management Committee and Board Report.	

<b>BAU Services</b>	
	233. Liaising with external consultants and external auditors on treasury related matters, as requested.
	234. Maintenance of Treasury System and General Ledger (GL) accounting transactions.

**Back Office Treasury**

<b>BAU Services</b>	
	235. Process and instruct payments on behalf of ACTEW for payroll, accounts payable and other ad-hoc payments as instructed by ACTEW.
	236. Undertake the treasury cash flow reconciliation in Treasury System.
	237. Undertake the administration (new user and security setup and new General Ledger account and cost centre mapping) and data uploads for TM1.

EXECUTION VERSION





10. Tax

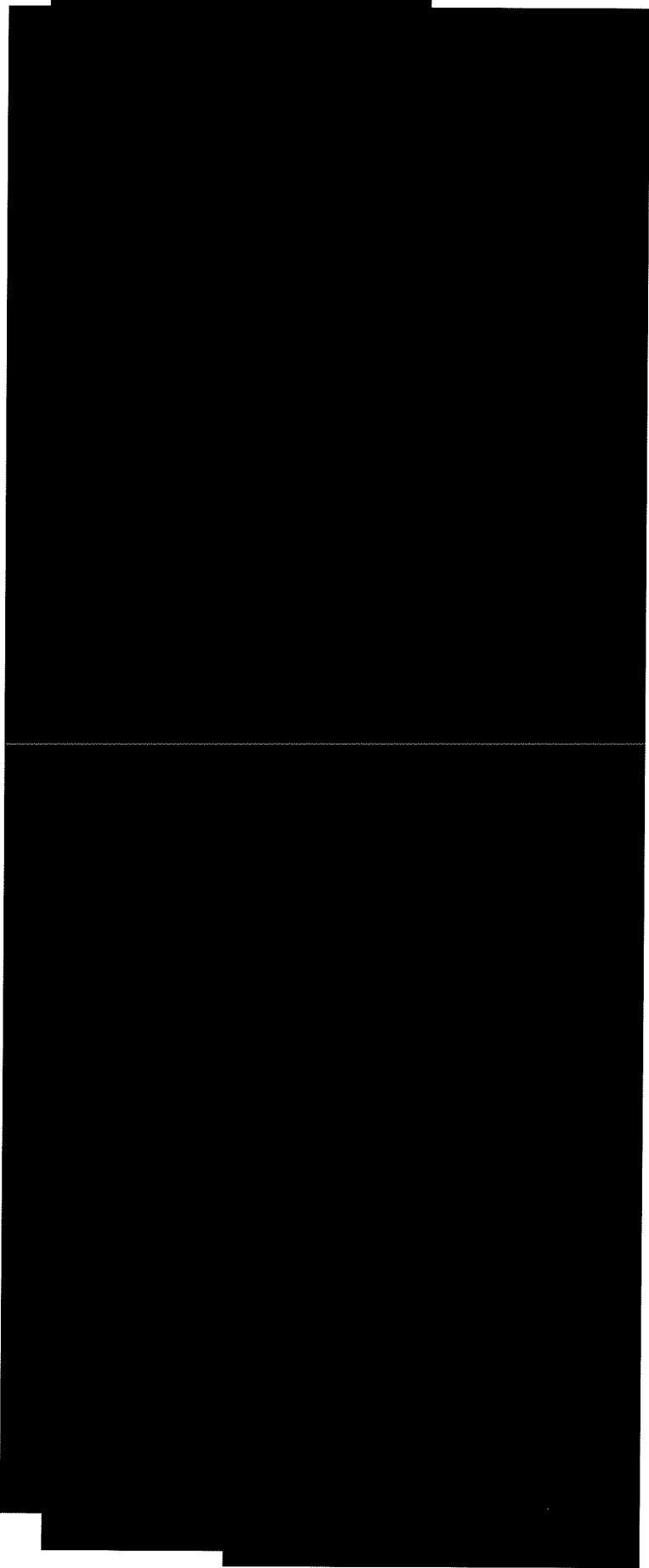
10.1 BAU Services (Services 238 to 270)

	<p><b>BAU Services</b></p>
	<p><b>Payroll Tax</b></p> <p>238. Preparation and lodgement of monthly Payroll Tax Returns with the ACT Revenue Office and NSW Office of State Revenue;</p> <p>a. Annual reconciliation of Payroll Tax and lodgement of annual Payroll Tax return with the ACT Revenue Office and NSW Office of State Revenue; and</p> <p>b. Liaising with ACT Revenue Office and NSW Office of State Revenue regarding ad hoc queries and payroll tax audits.</p>
	<p><b>Fringe Benefits Tax</b></p> <p>239. Preparation and lodgement of annual Fringe Benefits Tax (FBT) return;</p> <p>240. Preparation of end of lease FBT reconciliations for all novated vehicles;</p> <p>241. Preparation of end of year FBT reconciliations of post tax contributions for all novated vehicles;</p> <p>242. Performing FBT compliance reviews (e.g. log books, car</p>

<p style="text-align: center;"><b>BAU Services</b></p> <p>parking) as determined by ActewAGL in accordance with ATO requirements;</p> <p>243. Preparation of annual Reportable Fringe Benefits Amount (RFBA) letters for staff with fringe benefits, including calculation of RFBA;</p> <p>244. Notifying ACTEW of the non-deductible portion relating to salary sacrificed luxury vehicles;</p> <p>245. Liaising with vehicle leasing providers regarding taxation aspects of novated leases as determined by ActewAGL;</p> <p>246. Annual FBT and log book training made available to all ACTEW staff; and</p> <p>247. Review corporate credit card and general ledger transactions for FBT.</p>	
<p style="text-align: center;"><b>Income Tax, GST and financial compliance</b></p> <p>248. Preparation and lodgement of fortnightly Pay As You Go Withholding (PAYGW) with the ATO;</p> <p>249. Lodgement of annual payment summaries for all ACTEW Corporation staff;</p> <p>250. Liaising with the ATO regarding ad hoc queries and audits of BAS returns;</p> <p>251. Annual Goods and Services Tax (GST) training made available to relevant ACTEW staff;</p> <p>252. Preparation and lodgement of annual Income Tax Returns for ACTEW with the ATO;</p> <p>253. Preparation of End of Month tax effect calculations for financial statements;</p> <p>254. Preparation of Balance Sheet reconciliations for all tax balances;</p> <p>255. Liaising with external consultants and external auditors on taxation related matters, as requested;</p> <p>256. Preparation of interim and year-end tax note for inclusion in the financial statements;</p>	

BAU Services	
	<p>257. Reviews publications for tax compliance prior to external print;</p> <p>258. Preparation and lodgement of annual Utilities Networks Facilities Tax (UNFT);</p> <p>259. Preparation of tax advice and opinions when and where required by ACTEW, or upon change of legislative conditions; and</p> <p>260. Monthly preparation of the BAS return for ACTEW.</p> <p><b>Fixed Assets Maintenance</b></p> <p>261. Month end review of non-infrastructure fixed asset additions, disposals, cost adjustments, movements and write offs;</p> <p>262. Month end review of depreciation calculations for both accounting and taxation fixed asset registers;</p> <p>263. Monthly fixed asset register reconciliations for all assets;</p> <p>264. Monthly review and reconciliation of the asset clearing accounts;</p> <p>265. Month end review of expense accounts for capital items in the general ledger;</p> <p>266. Month end review of and maintenance of the pool of low value assets;</p> <p>267. Processing asset revaluations in fixed asset registers for ACTEW annually;</p> <p>268. Depreciation projection reporting;</p> <p>269. Liaising with external auditors on non- infrastructure fixed assets queries; and</p> <p>270. Annual employee fixed asset training for ACTEW's finance team.</p>

EXECUTION VERSION



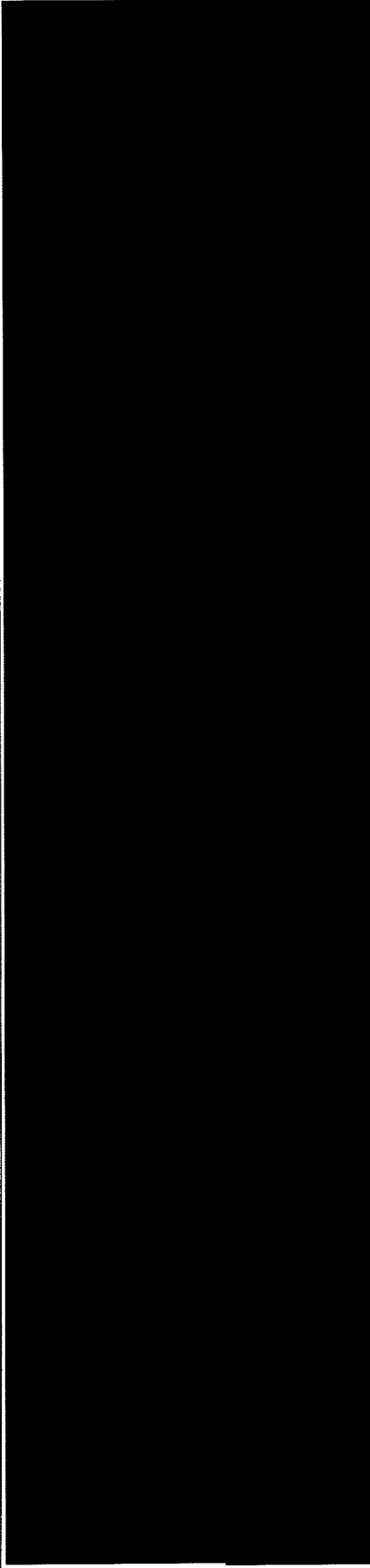
## 11. Accounting

### 11.1 BAU Services (Services 271 to 274)

<b>BAU Services</b>	
<b>Treasury Back Office</b>	
271. Administration of Westpac Corporate Online and Reserve Bank of Australia bank accounts.	
<b>Financial Statements &amp; Financial Advice</b>	
272. Monthly processing of Aurion leave liability reports and calculation of employee entitlements for ACTEW employees seconded to ActewAGL;	
273. Performing the back office function for investment settlements and investment accounting in Integrity, including generating investment and interest accruals journals, reviewing the investment deals and setting up the general ledger interface in Integrity; and	
274. Payroll journals and reconciliations.	

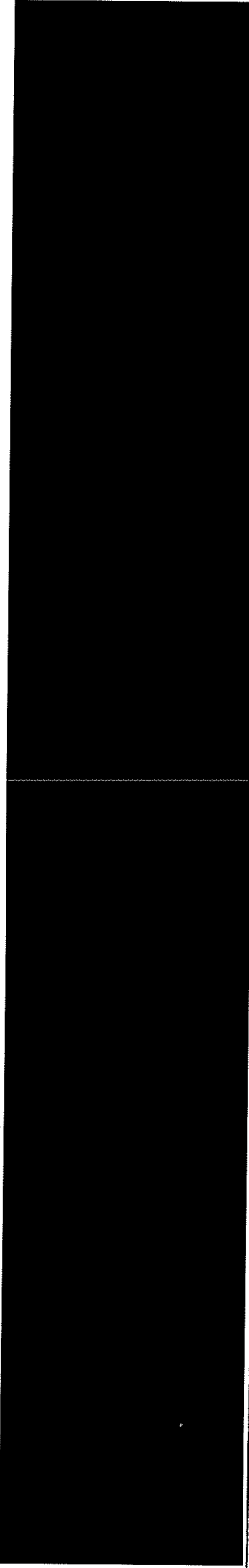


<b>BAU Services</b>	
<ul style="list-style-type: none"><li>c. Procurement timeline management;</li><li>d. Supplier relationship management;</li><li>e. Contract and compliance reporting;</li><li>f. Category reporting; and</li><li>g. Contract management.</li></ul> <p>279. Administration &amp; advisory services related to:</p> <ul style="list-style-type: none"><li>a. Contract advisory services;</li><li>b. Assistance with Blanket Purchase Agreement creation and maintenance;</li><li>c. Contract development and maintenance;</li><li>d. Maintenance of goods and services contract register;</li><li>e. Development and maintenance of ActewAGL's C&amp;P contracts intranet site;</li><li>f. Maintain contracts policies, procedures, and forms;</li><li>g. Contracts records management;</li><li>h. iProcurement data &amp; catalogue maintenance; and</li><li>i. Insurance review on contract formation.</li></ul>	

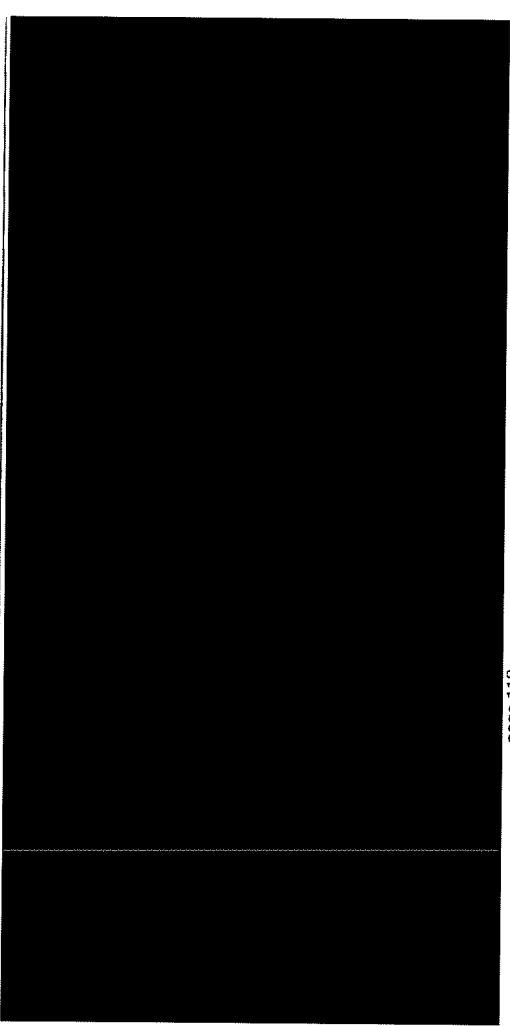


13. Internal Audit

13.1 BAU Services (Services 280 to 283)

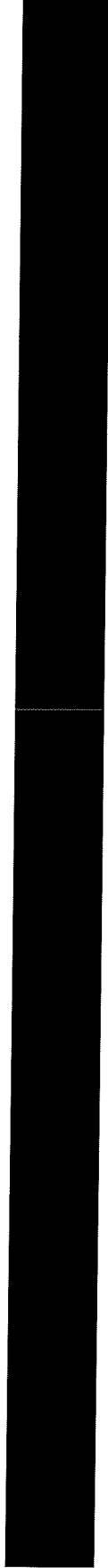


BAU Services
280. Maintain effective administrative processes to enable ACTEW tasking of the IA contractor.
281. Define the audit process to be followed by the IA contractor.
282. Undertake periodic review of IA contractor performance.
283. Prior to the current contract with the IA contractor expiring: a. renew the existing contract with the IA contractor under



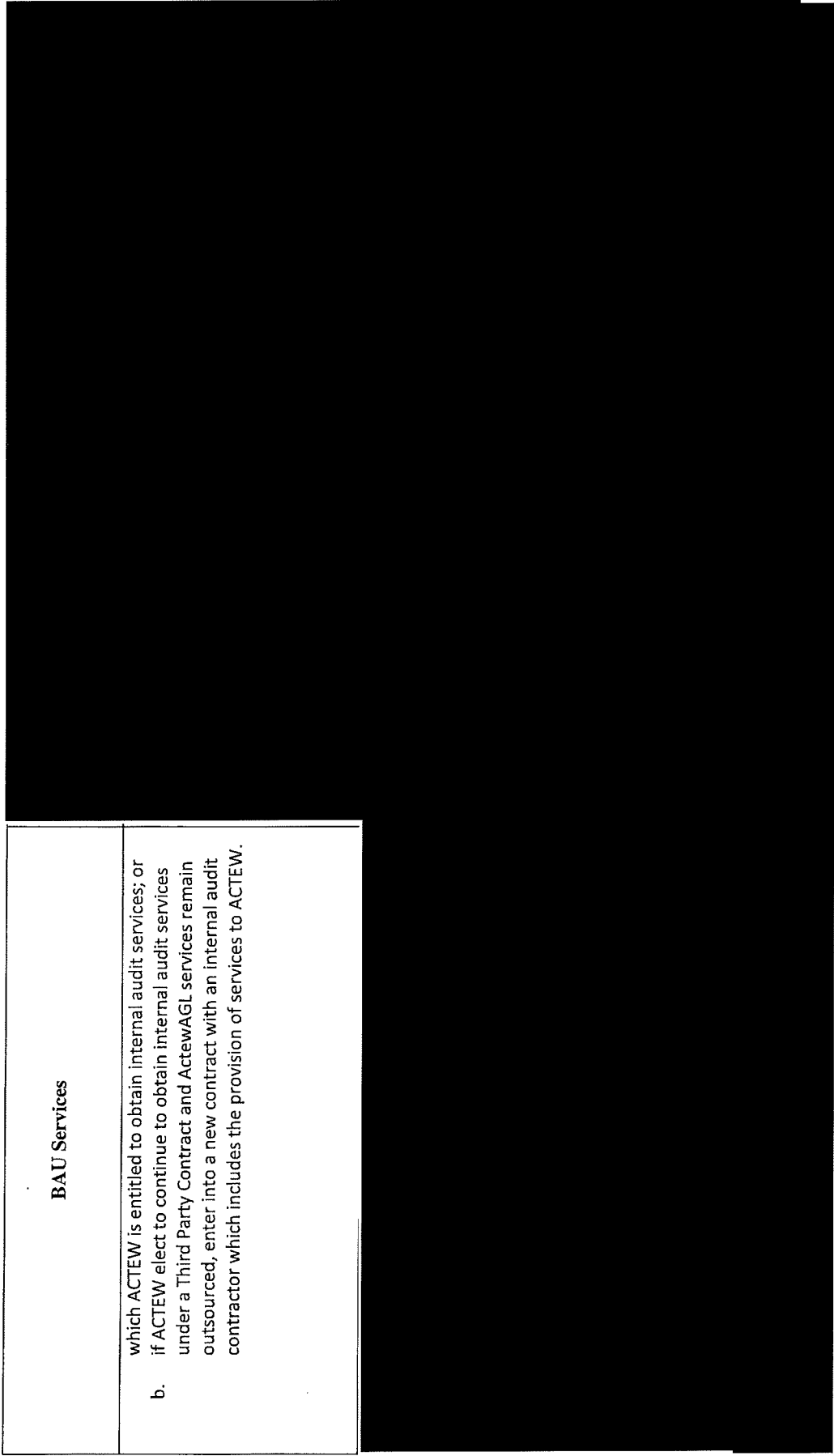
page 112

Corporate Services Agreement  
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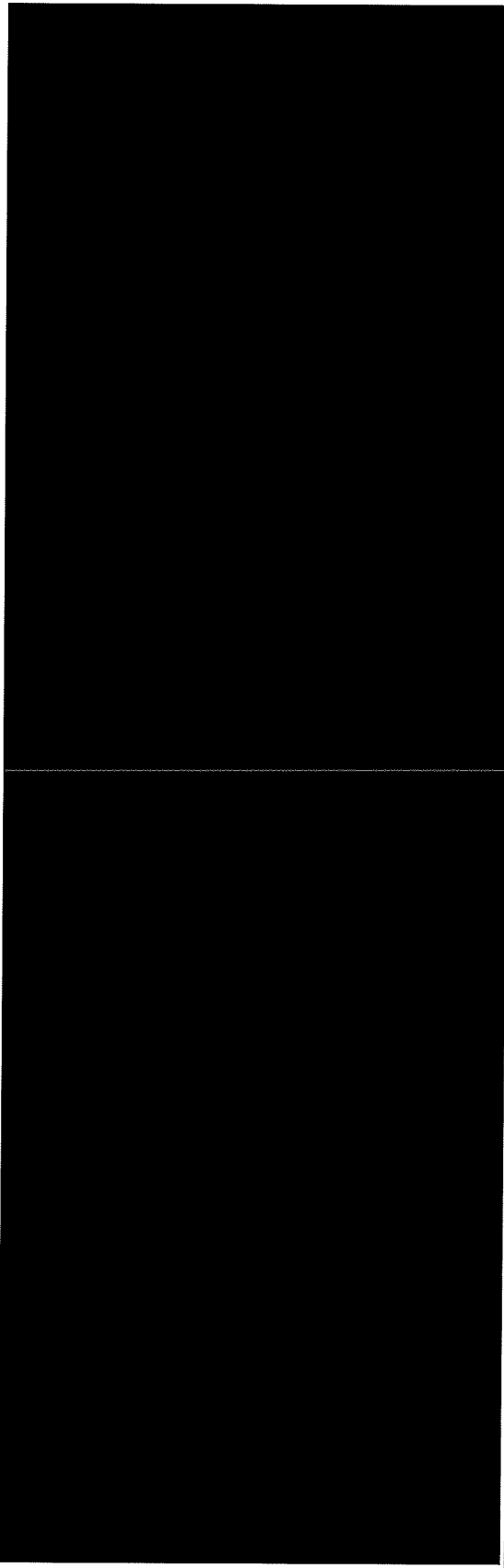


<p><b>BAU Services</b></p>	<p>which ACTEW is entitled to obtain internal audit services; or</p> <p>b. if ACTEW elect to continue to obtain internal audit services under a Third Party Contract and ActewAGL services remain outsourced, enter into a new contract with an internal audit contractor which includes the provision of services to ACTEW.</p>
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**14. Legal Services**

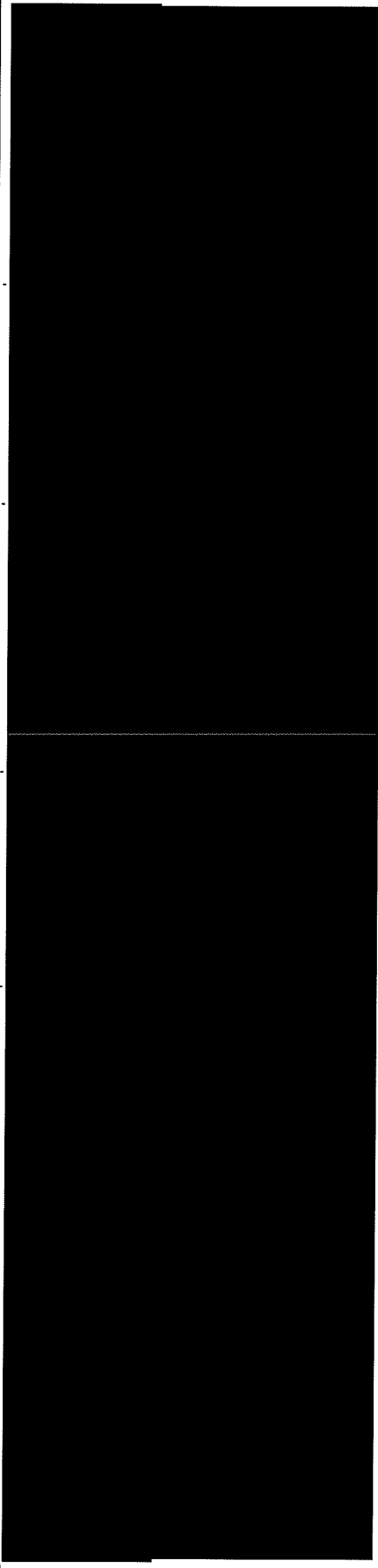
**14.1 BAU Services (Services 284 to 297)**



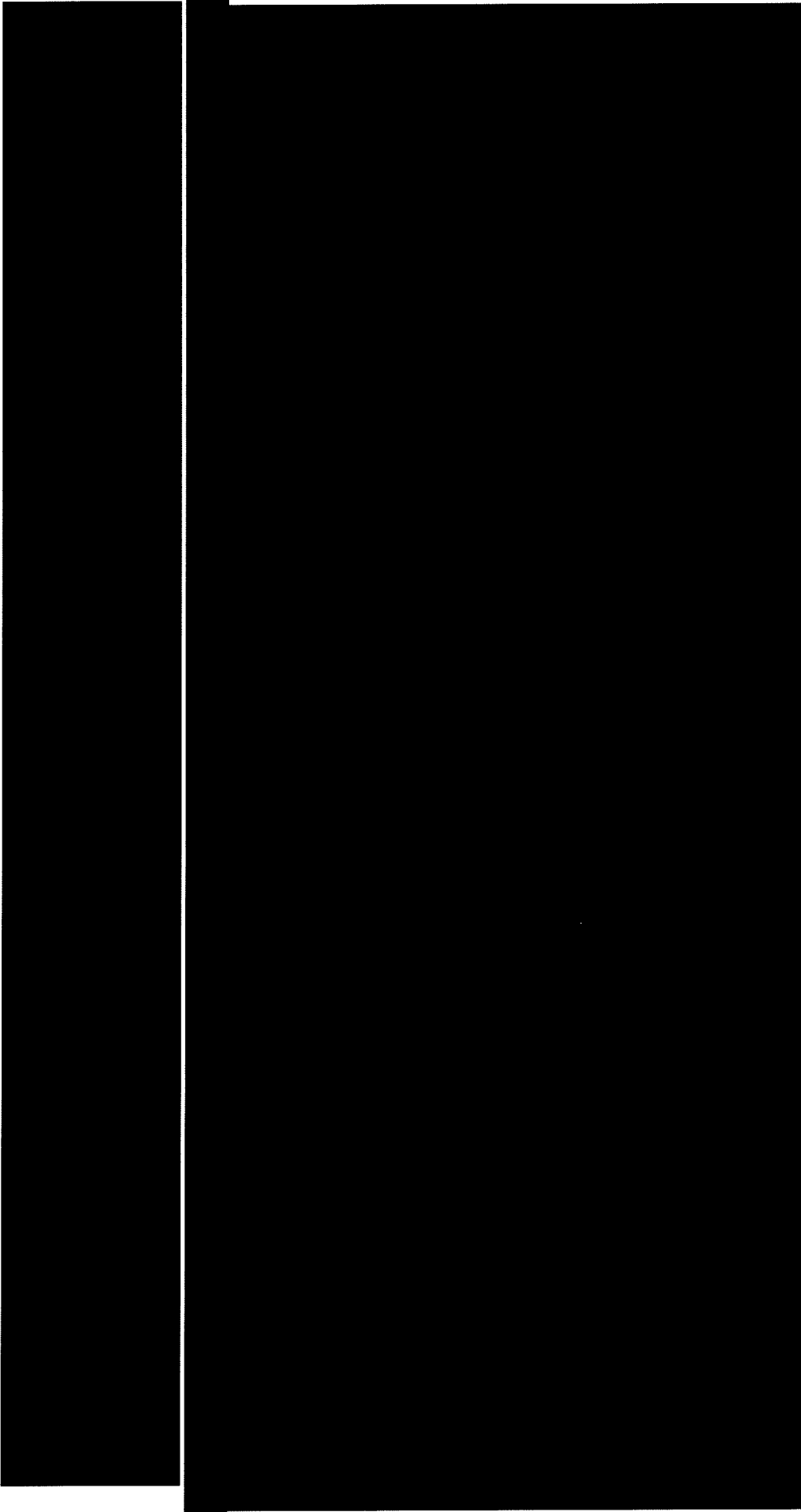
<b>BAU Services</b>	
284. ActewAGL will manage external legal service providers on behalf of ACTEW in relation to each customer claim where the actual or potential claim value is \$10,000 or less.	
285. ActewAGL will manage external legal service providers on behalf of ACTEW.	

<b>BAU Services</b>	
286.	ActewAGL will provide legal advice and representation to ACTEW in ACAT in relation to applications made under s 172 of the <i>Utilities Act 2000</i> (ACT) concerning ACTEW's water and wastewater business.
287.	ActewAGL will provide legal advice and representation to ACTEW in customer claims matters where the actual or potential claim value is \$10,000 or less and such claim is not reasonably expected to progress to a court or tribunal.
288.	ActewAGL will provide advice to ACTEW on legal obligations relating to ACTEW's water and wastewater business using current ActewAGL legal obligations framework and system (provided that ACTEW has obtained any necessary licences from the external provider of the system) as updated at ActewAGL's discretion from time to time.
289.	Provide legal advice on the interpretation of legislation relevant to ACTEW's water and wastewater business.
290.	Provide legal advice on contracts and tenders other than ActewAGL or ACTEW template contracts and tenders (unless amended) for the provision or acquisition of goods and/or services.
291.	Provide legal advice on easements.
292.	Provide legal advice on intellectual property issues.
293.	Provide legal advice on competition and consumer law issues.

<b>BAU Services</b>	
294. Provide legal advice on employment issues.	
295. Provide legal advice on workplace safety issues.	
296. Review, amend and advise on standard customer contracts relevant to ACTEW's water and waste water business.	
297. Notify insurance broker of advice received from ACTEW about potential or actual insurance claims above the relevant deductible limit (currently \$25,000). Provide insurance broker with information received from ACTEW about the potential or actual claim. Keep a record of all actual insurance claims against ACTEW. Attend incidents of significant impact on ACTEW's water and wastewater business as appropriate.	

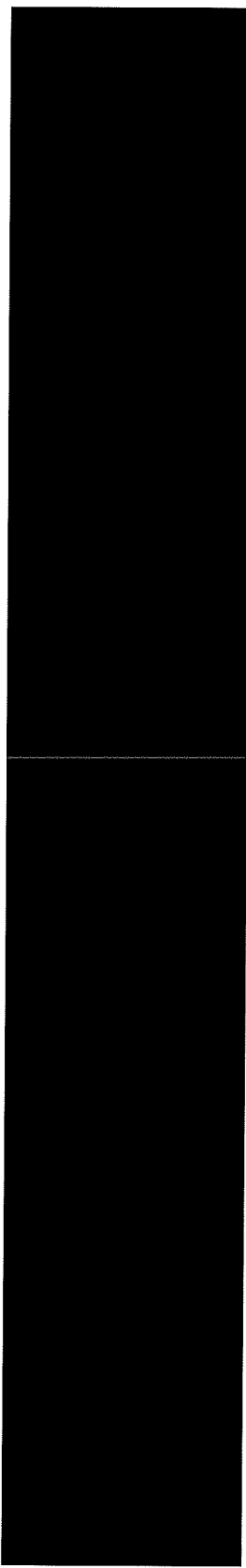


EXECUTION VERSION



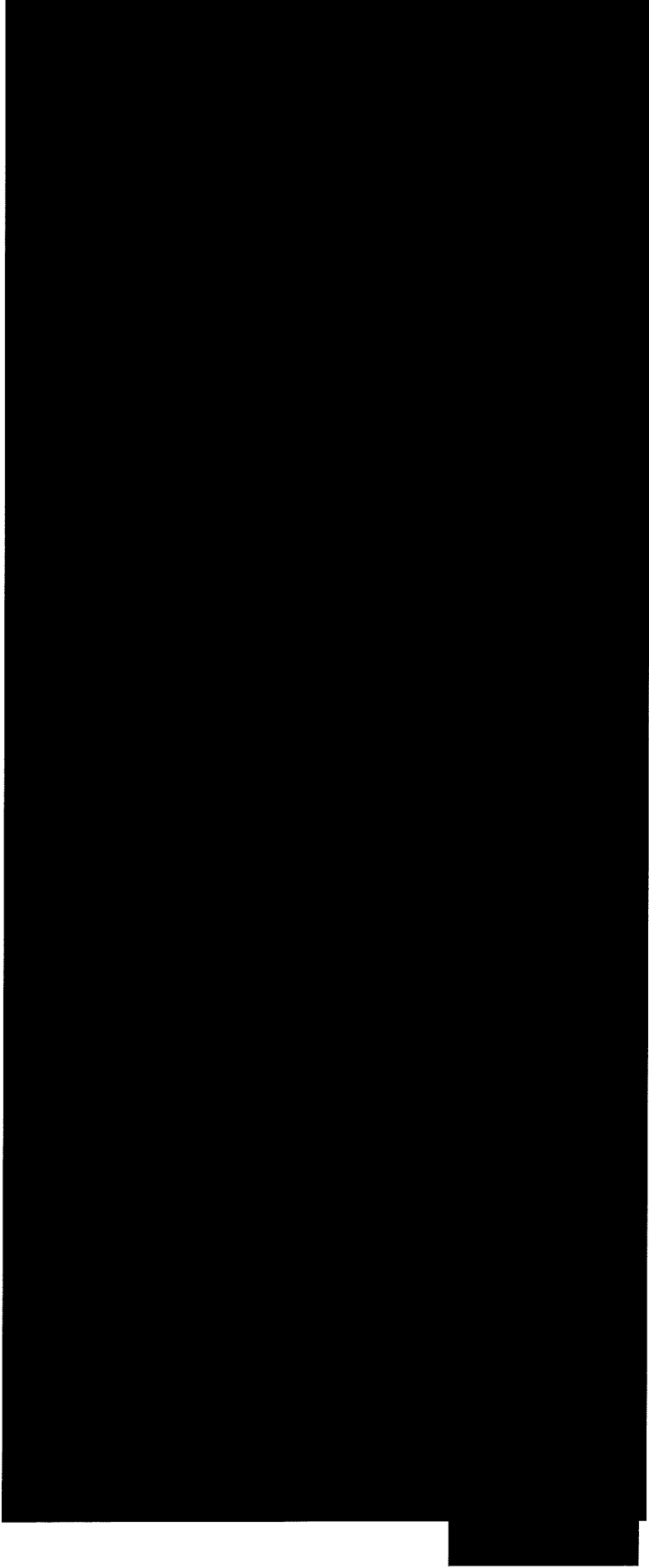
15. Records Management Services

15.1 BAU Services (Services 299 to 301)



BAU Services	
298. Provide records management framework and advice to ACTEW in the control, management and disposal of all official records of ACTEW.	
299. Maintain the integrity and currency of the records management framework to ACTEW in accordance with applicable laws and regulations.	
300. Assess and review all records for disposal purposes against the ACT Government's Territory Records Office Disposal Schedule (TARDIS).	
301. Maintain an archival record storage facility for ACTEW consistent with ActewAGL's records management framework (but incorporating any relevant statutory obligations of ACTEW) and provide a timely research, access and retrieval service for stored records.	

EXECUTION VERSION



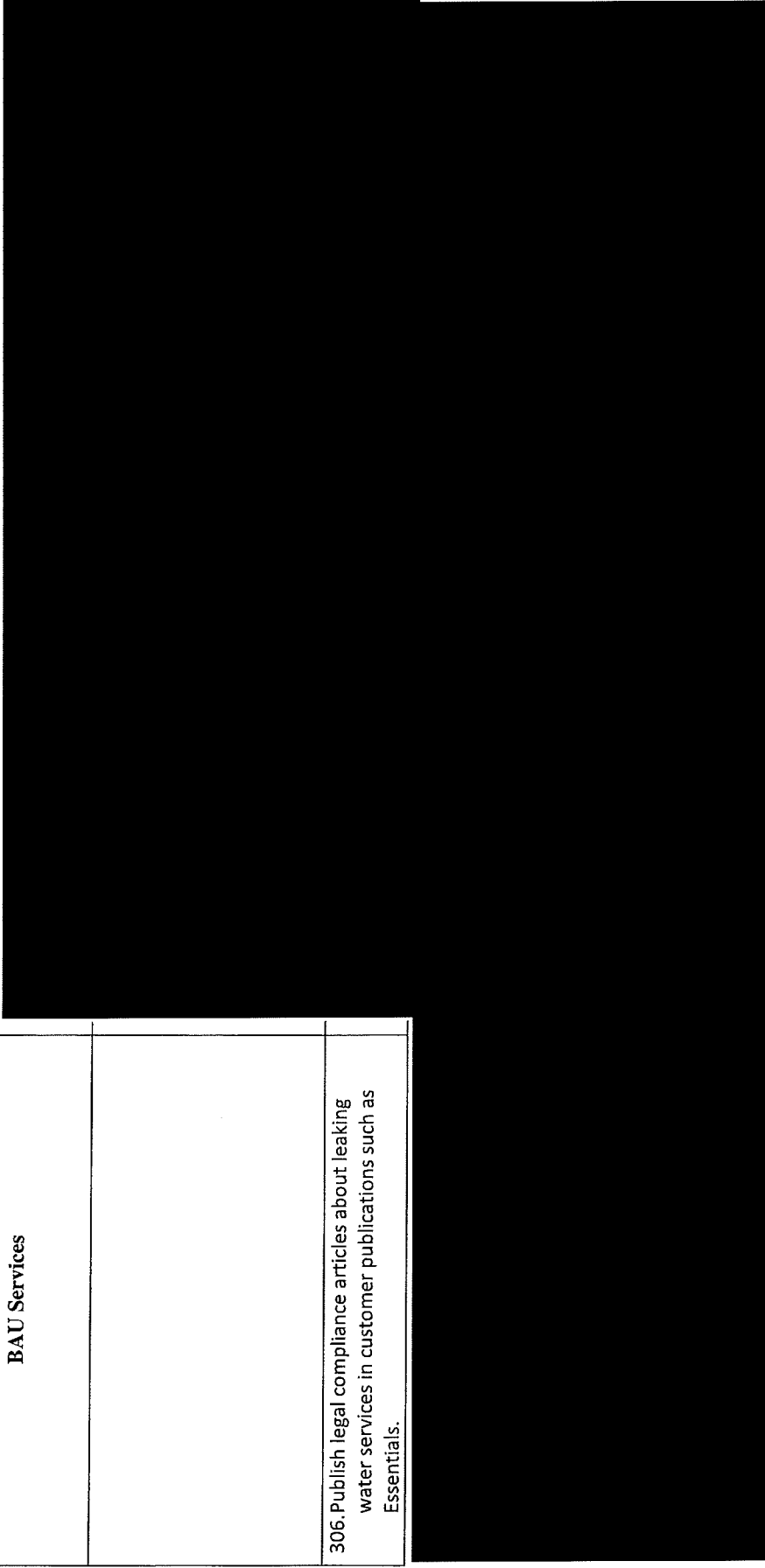
16. Publications Services

16.1 BAU Services (Services 302 to 306)

BAU Services	
302. Publish Regulator approved water and sewerage pricing on the ActewAGL website annually.	
303. Publish Regulator approved water and sewerage pricing in the Canberra Times annually.	
304. Publish water and sewer mains connection fact sheet on the ActewAGL website annually.	
305. Publish and distribute water and sewerage pricing brochures annually.	



<p><b>BAU Services</b></p>		<p>306. Publish legal compliance articles about leaking water services in customer publications such as Essentials.</p>
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17. Risk management

17.1 BAU Services (Services 307 to 308)

<p><b>BAU Services</b></p> <p>307. Make available to ACTEW ActewAGL's risk management policy and procedure for adoption by ACTEW at ACTEW's discretion.</p> <p>308. Make available to ACTEW ActewAGL's risk management intranet site for use at ACTEW's discretion.</p>	

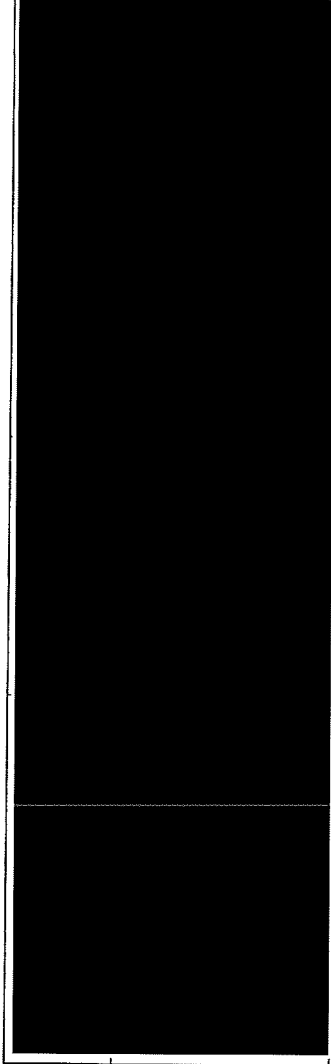
## 18. Environment Health Safety & Quality (EHSQ)

### 18.1 BAU Services (Services 309 to 326)

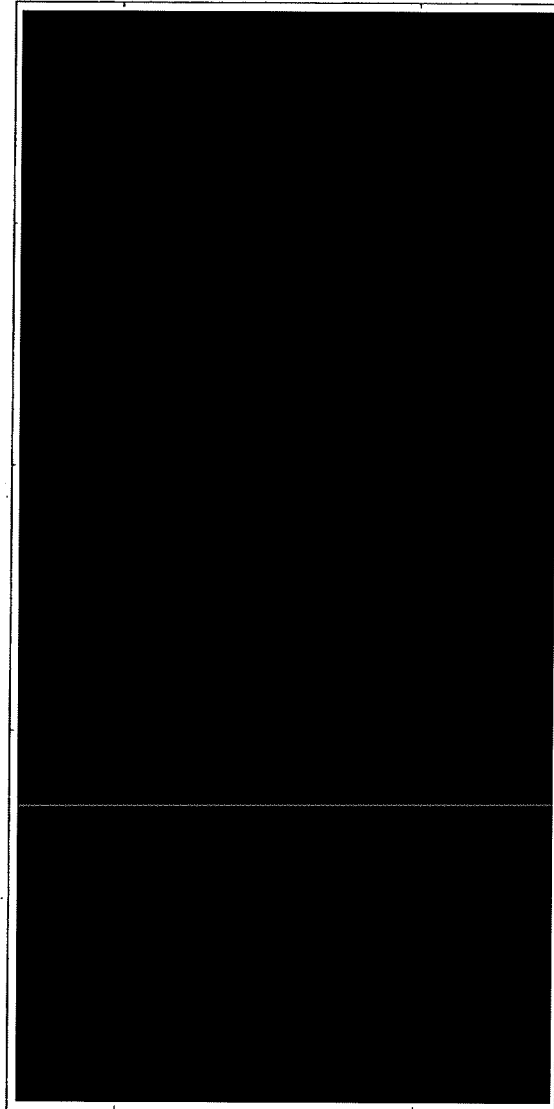


#### Corporate Quality Management

	BAU Services
<p>309. Compliance activities comprising:</p> <ul style="list-style-type: none"><li>a. Making available to ACTEW any updates or summaries in relation to changes in relevant Work Health and Safety (WHS) legislation that ActewAGL prepares for ActewAGL and/or ActewAGL Retail;</li><li>b. Provide ACTEW with information and/or advice on changes in relevant WHS legislation as requested by ACTEW and agreed by ActewAGL in writing; and</li><li>c. Monitor compliance with legal requirements via audits.</li></ul> <p>310. EHSQ internal audit programs comprising:</p> <ul style="list-style-type: none"><li>a. Audit program preparation in consultation with ACTEW;</li><li>b. Training / mentoring of internal auditors; and</li><li>c. Conduct, report, follow-up and close-out of audits in accordance with the audit program.</li></ul> <p>311. EHSQ reporting comprising:</p> <ul style="list-style-type: none"><li>a. Provision of regular standard reports for ACTEW's Board,</li></ul>	

<p><b>BAU Services</b></p> <p>Executive and its Safety Committee; and</p> <p>b. Ongoing administration of the "Guardian system" and Chemwatch database to ensure data is available and easily accessible by ACTEW Corporation.<sup>3</sup></p> <p>312. Provision of information and advice to ACTEW on the improvement of its integrated management system to reflect ActewAGL's changes.</p>	
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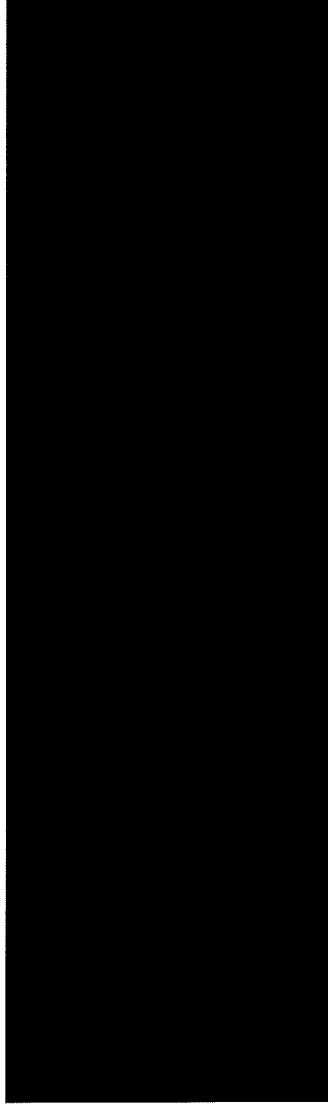
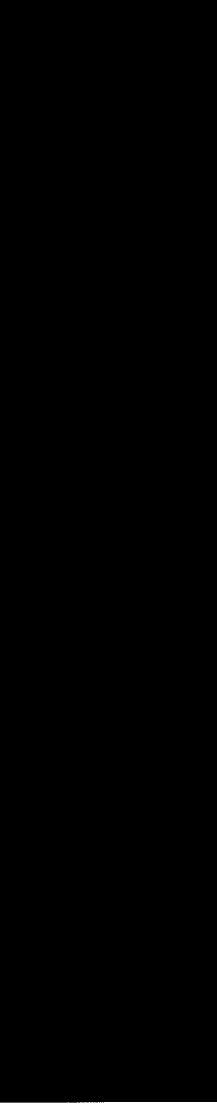
**EHS Management Support**

<p><b>BAU Services</b></p> <p><b>Investigations</b></p> <p>313. Lead investigations in conjunction with identified ACTEW personnel for environmental, health and safety incidents or near misses that have the actual or potential consequences of moderate (medical treatment) and above.</p> <p>314. Review all incident and near miss records and reports for completeness of investigation recommendations and associated actions.</p> <p><b>Specialist Safety Support</b></p> <p>315. Annually review and report on the effectiveness of ACTEW site work, health and safety committees.</p> <p>316. Review and report on the effectiveness of ACTEW hazard</p>	
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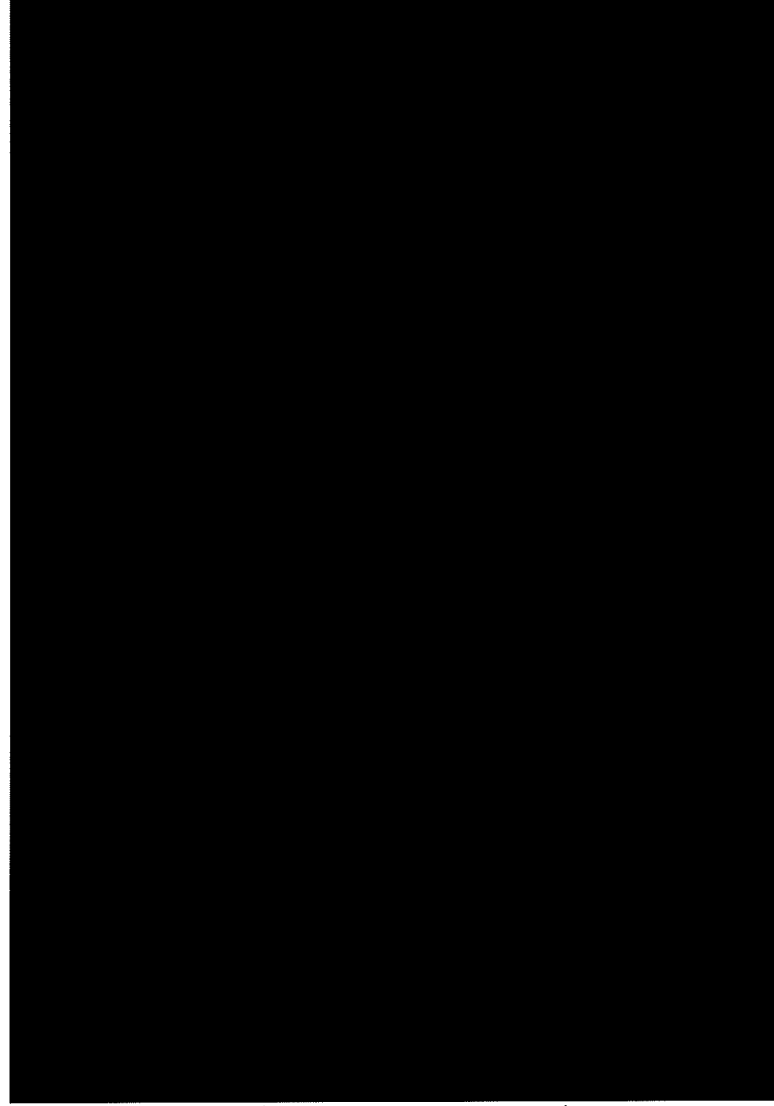
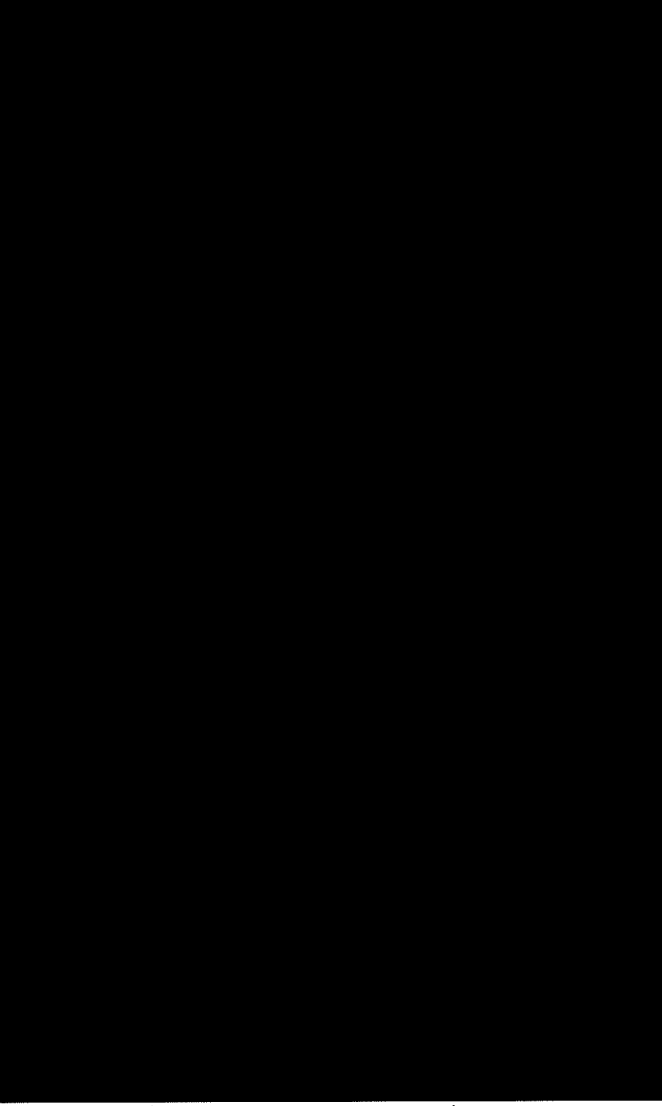
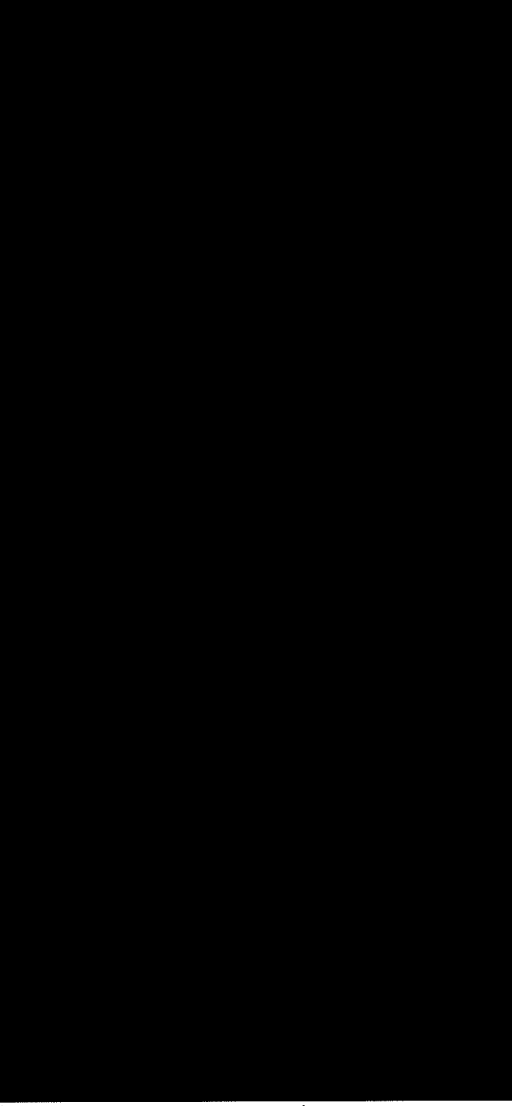
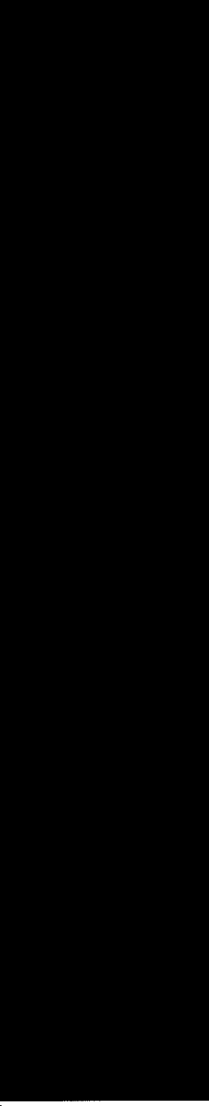
Corporate Services Agreement

ME\_97431759\_17 (W2007)

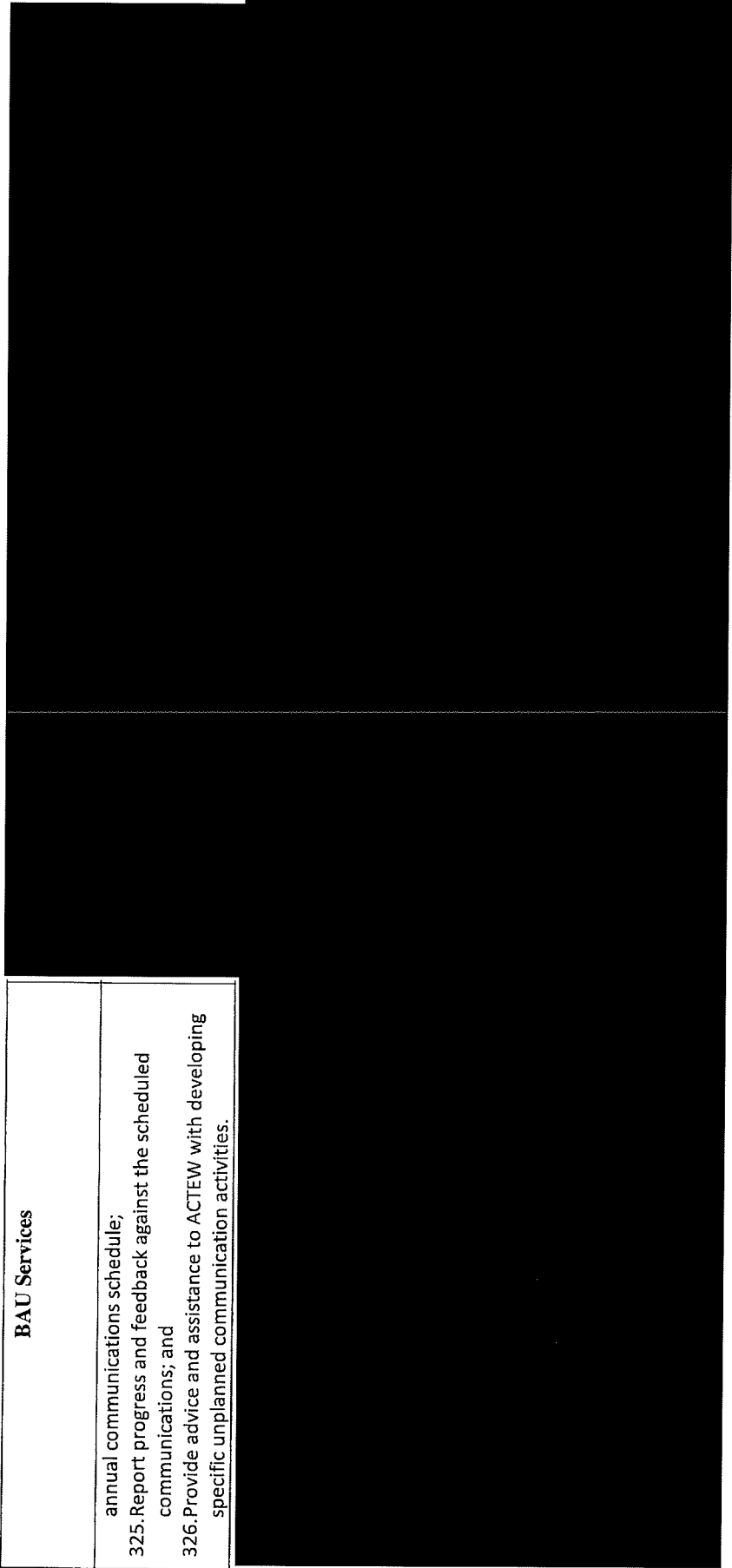
page 124

<p><b>BAU Services</b></p>	
<p>identification and job/task risk assessment processes.                  317. Advise in the establishment, review and maintenance of ACTEW registers (hazards, confined spaces, asbestos, hazardous substances etc) to comply with legislative requirements.                  318. Lead and be involved in specialist projects identified within the EHSQ Strategy.</p>	

**Strategy, Program and Communication Management**

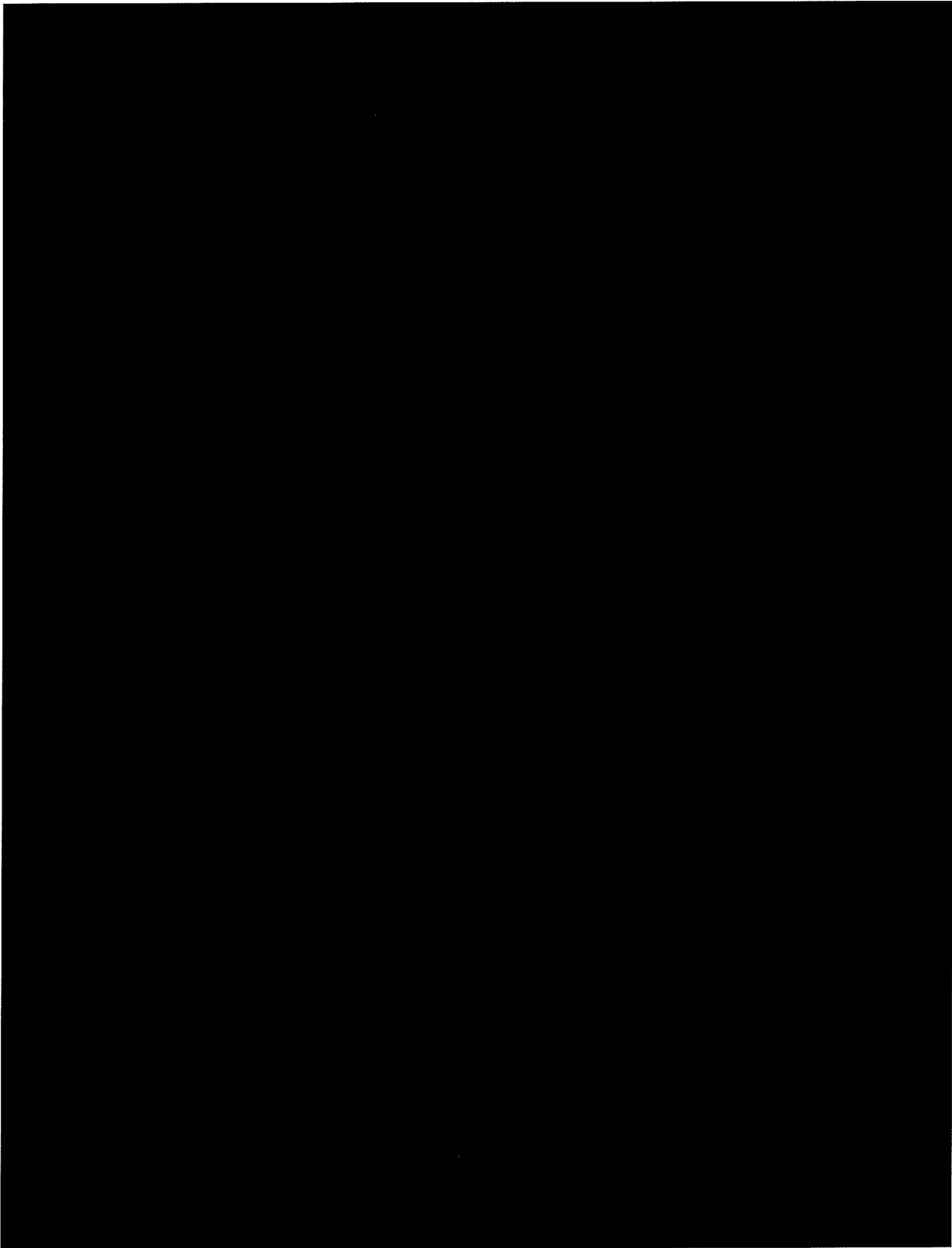
<p><b>BAU Services</b></p>	
<p><b>Strategy</b></p> <p>319. Review EHSQ strategy on an annual basis including key performance indicators and projects to ensure consistency with ActewAGL and ACTEW strategic requirements.</p>	
<p><b>Program management</b></p> <p>320. In consultation with ACTEW, develop a EHSQ program plan to deliver projects identified in the 2012 – 2015 EHSQ strategy (refer exclusion below regarding external project costs);                  321. Deliver the EHSQ program in accordance with the EHSQ program plan and as agreed with ACTEW; and                  322. Report progress of EHSQ program to nominated ACTEW representatives/Board.</p>	
<p><b>Communications</b></p> <p>323. In consultation with ACTEW, develop and review an annual schedule for planned safety communications;                  324. In consultation with ACTEW, develop and distribute monthly safety topic material including posters, team toolbox talks, and announcements in accordance with the</p>	

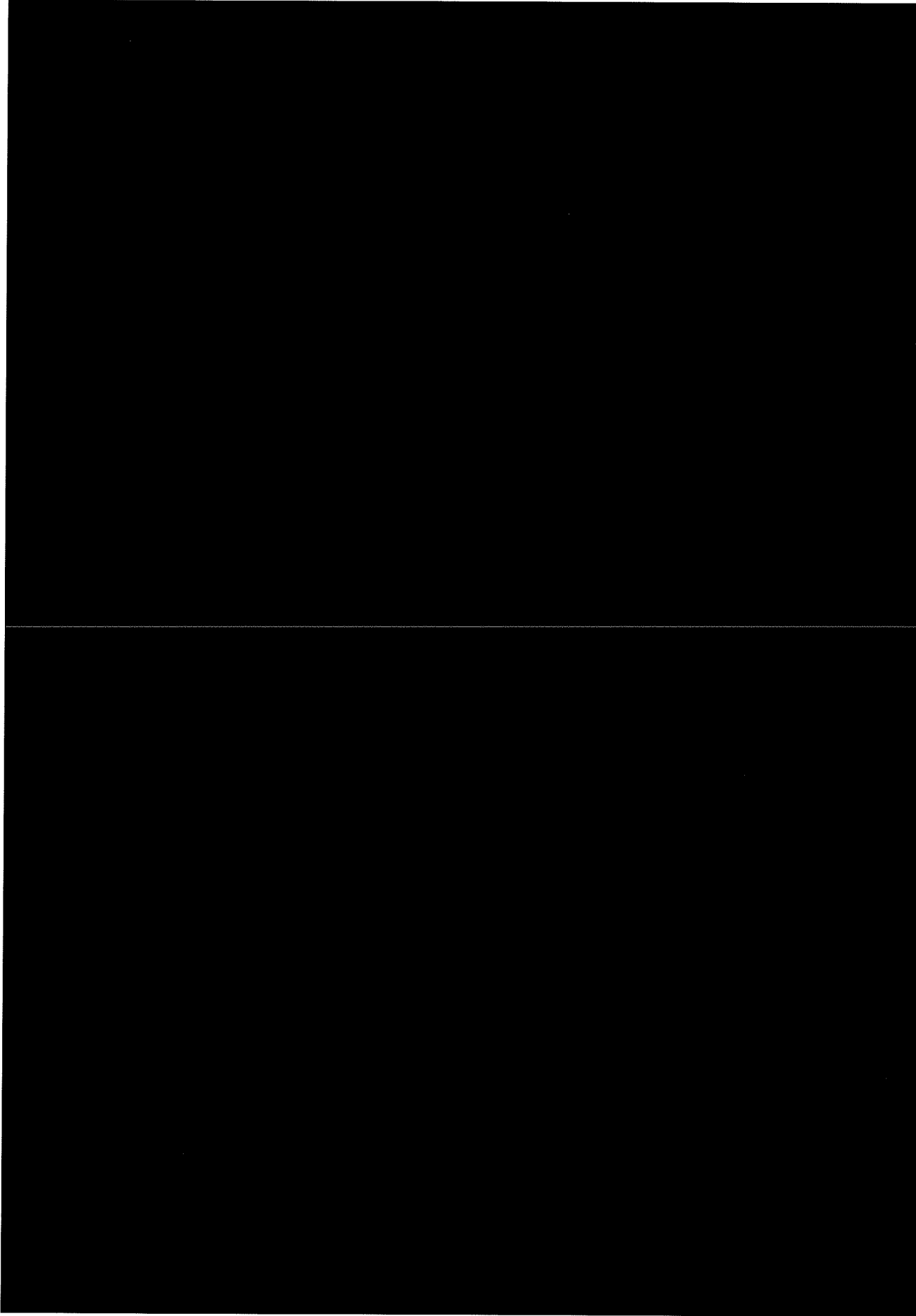
<b>BAU Services</b>
annual communications schedule; 325. Report progress and feedback against the scheduled communications; and 326. Provide advice and assistance to ACTEW with developing specific unplanned communication activities.



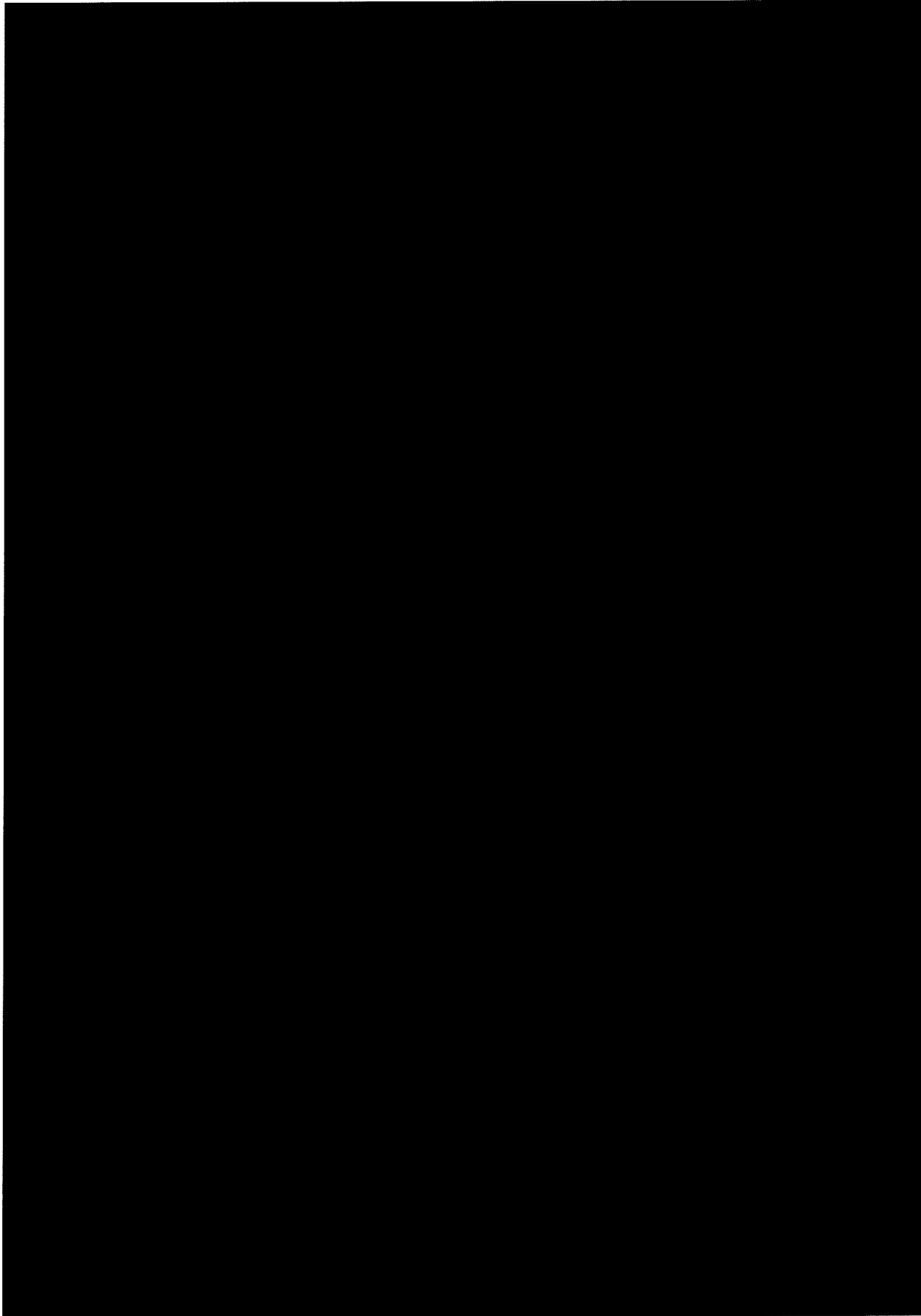
# Schedule 3 – Fees

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# Schedule 4– Request for proposal and proposal template

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## Request for Additional Service – Form

*For each Additional Service requested, complete a separate Request. Request's must include the Items but need not be set out in the precise format as listed below.*

*Date each and number consecutively.*

Date issued: [insert details]

Schedule Number: [insert number]

### Item 1: Description of Additional Services

*Insert a complete and detailed statement of the Additional Services requested (including whether the Additional Services are requested to be treated as BAU Services from a future date).*

### Item 2: Timeframe for the Additional Services

*Insert timeframe for requested completion of the Additional Services. Give details here if: (a) there is a critical or particular commencement or completion date required or (b) the timeframes for performance are Urgent or Critical.*

### Item 3: Additional Services to become BAU Services

*Insert date from which the Additional Services are to be treated as BAU Services. Otherwise insert not applicable.*

### Item 4: Requesting Officer

*Insert name of ACTEW person requesting these particular Services.*

### Item 5: Representatives

	ActewAGL Representative	ACTEW Representative
Name:		
Position:		
Phone number:		
Fax number:		
Email:		

### Item 6: Any other relevant information

*Insert nature of any specific information requested by ACTEW]*

### Item 7: KPIs

*Insert any KPIs that ACTEW request for these particular Services.*

**Signed by:**

**ACTEW Representative**

**Dated: :** \_\_\_\_\_

## Response to proposal for Additional Services – Form

*For each Additional Service requested, complete a separate Proposal. Proposal's must include the Items but need not be set out in the precise format as listed below.*

*Date each and number consecutively.*

Date issued: [insert details]

Schedule Number: [insert number]

### **Item 1: Description of Additional Services**

*Insert a complete and detailed statement of the Additional Services (including whether the Additional Services are to be treated as BAU Services from a future date).*

### **Item 2: Timeframe for the Services**

*Insert timeframe for completion of the Additional Services. Give details here if: (a) there is a critical or particular commencement or completion date required or (b) the timeframes for performance are Urgent or Critical.*

### **Item 3: Additional Services to become BAU Services**

*Insert date from which the Additional Services are to be treated as BAU Services. Otherwise insert not applicable.*

### **Item 4: Responding Officer**

*Insert name of ActewAGL person responsible for the response to the request for Additional Services.*

### **Item 5: Representatives**

	<b>ActewAGL Representative</b>	<b>ACTEW Representative</b>
Name:		
Position:		
Phone number:		
Fax number:		
Email:		

### **Item 7: Fees**

*Insert details of Additional Services Fees to be paid by ACTEW to ActewAGL. Fees should be stated on a GST exclusive basis.*

*If the Additional Services are to be treated as BAU Services from a future date, insert details of any BAU Services Fee adjustments that are to apply.*

*Insert if the Additional Services Fees are subject to escalation.*

*Insert proposed payment period (e.g. monthly, quarterly)*

### **Item 8: Allowances and Costs**

*Specify details of other financial obligations ACTEW will cover (eg. travelling allowances or printing and production costs).*

**Item 9: Intervals for Tax Invoices**

*Specify invoicing procedure to be followed by ActewAGL.*

**Item 10: Material to be provided by ACTEW**

*Specify ACTEW Material required to be provided to ActewAGL by ACTEW.*

**Item 12: Fee Review**

*Specify how the fees are to be increased each year if different to how set out in the Contract.*

**Item 14: Special Conditions and Assumptions**

*Insert any special terms and conditions and assumptions that apply to these Additional Services.*

**Item 15: KPIs**

*Insert any KPIs proposed for these particular Services.*

**Signed by:**

**ActewAGL Representative**

**Dated: :** \_\_\_\_\_

<p><b>Accepted by</b></p> <p><b>ACTEW</b></p> <p><b>Dated:</b> _____</p>
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# Schedule 5– Schedule of Delegations

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Nil


# Schedule 6 – Transition Out Plan requirements

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## 1. Transition Out Plan requirements

Minimum requirements for the Transition out plan include:

- (a) details of any transitional services managers and teams;
- (b) business and user testing regime;
- (c) transition dependencies, including any information, systems and materials that ActewAGL requires to provide the transition services;
- (d) the terms of the licence under which ACTEW may continue to use Contract Material (other than the ACTEW Contract Material) after the Term and/or the transition out period;

- 
- (f) risk identification (linked to a risk management log);
  - (g) facility requirements;
  - (h) system requirements (including system scoping);
  - (i) desktop (Microsoft, or any replacement) requirements;
  - (j) telephony requirements;
  - (k) employee / HR requirements;
  - (l) contract requirements;
  - (m) support period;
  - (n) any reasonable extension of the access rights beyond those that are contained in clause 24.1 to reflect the period of transition out; and
  - (o) any reasonable extension of the books and records obligation in clause 21.3 to reflect the period of transition out.

# Schedule 7 – Not used

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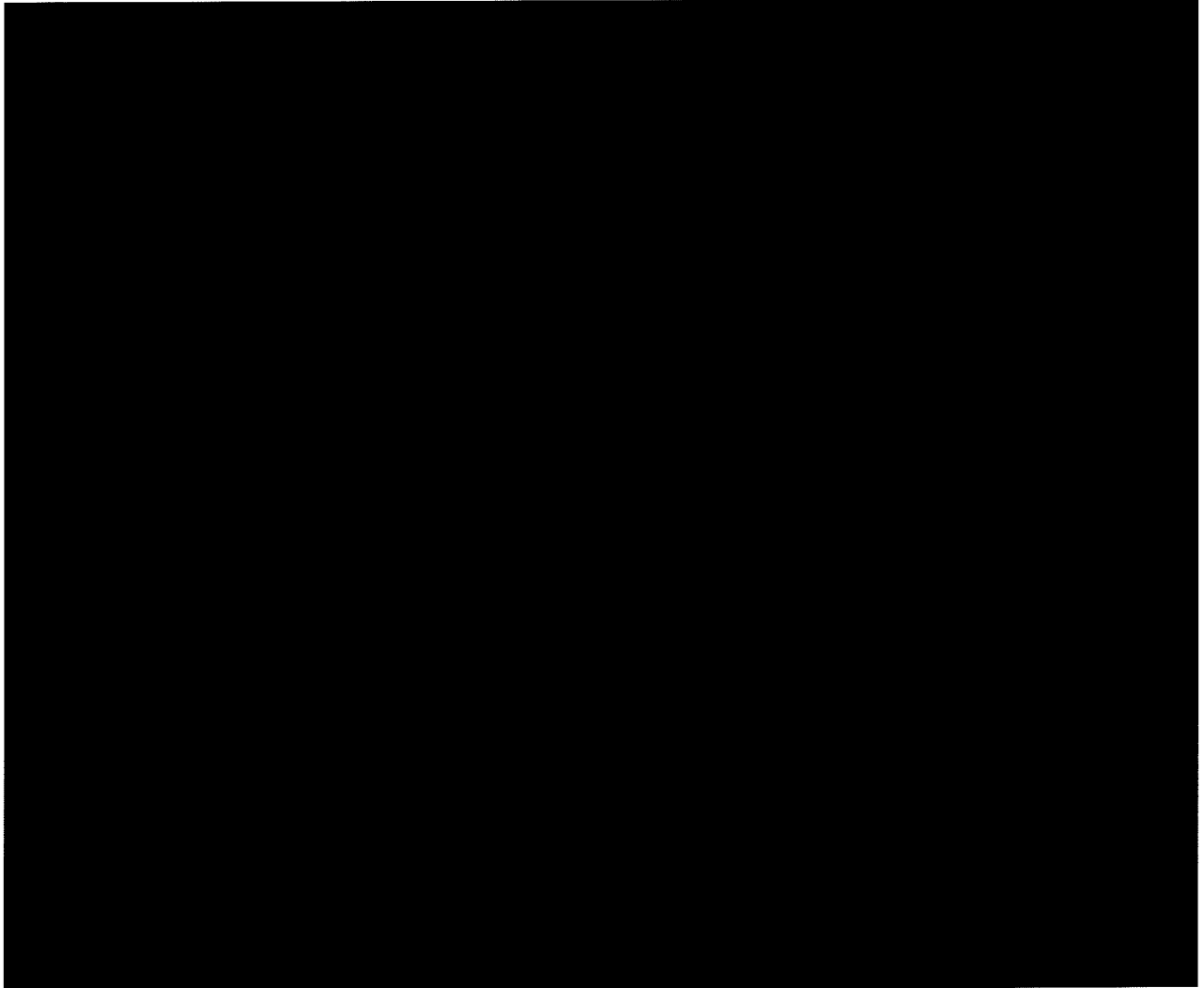


# Schedule 8 - Asset Data Capture Project

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Date issued: [10] May 2012

Schedule Number: [insert number]



**Item 2: Timeframe for the Services**

*July 1 2012 – Dec 2012*

**Item 3: Additional Services to become BAU Services**

*Not applicable.*

**Item 4: Responding Officer**

*Leanne Weber (ActewAGL) – Manager Spatial Information*

*Lisa Quinn (ACTEW) – Branch Manager Water*

**Item 5: Representatives**

	ActewAGL Representative	ACTEW Representative
Name:	[REDACTED]	
Position:	Manager Spatial Information	Branch Manager Water
Phone number:	[REDACTED]	[REDACTED]
Fax number:		
Email:	[REDACTED]	

**Item 7: Fees**

[REDACTED]

**Item 8: Allowances and Costs**

[REDACTED]

**Item 9: Intervals for Tax Invoices**

*Monthly*

**Item 10: Material to be provided by ACTEW**

*Nil*

**Item 12: Fee Review**

[REDACTED]

**Item 14: Special Conditions and Assumptions**

[REDACTED]

**Signed by:**

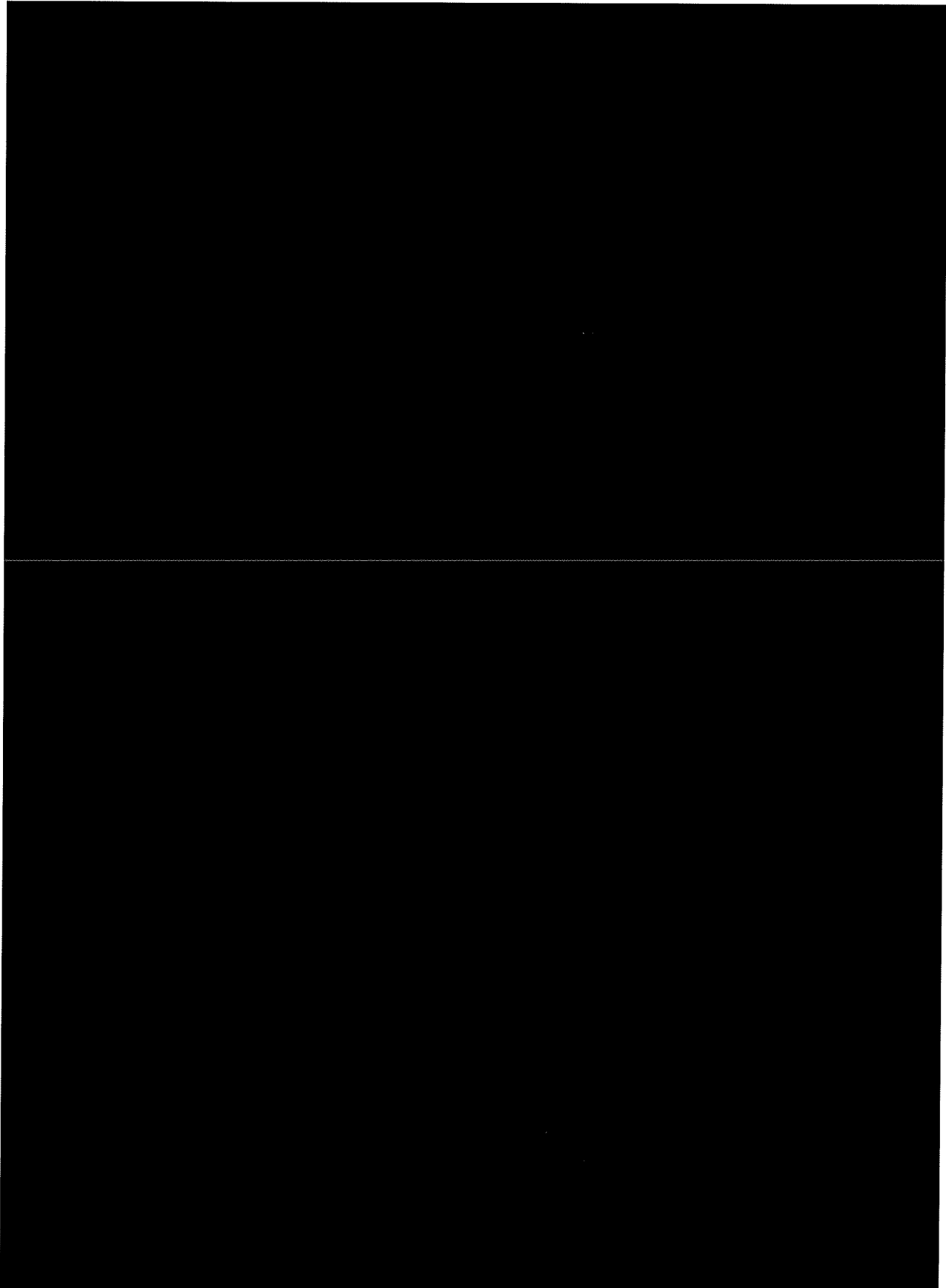
**ActewAGL Representative**

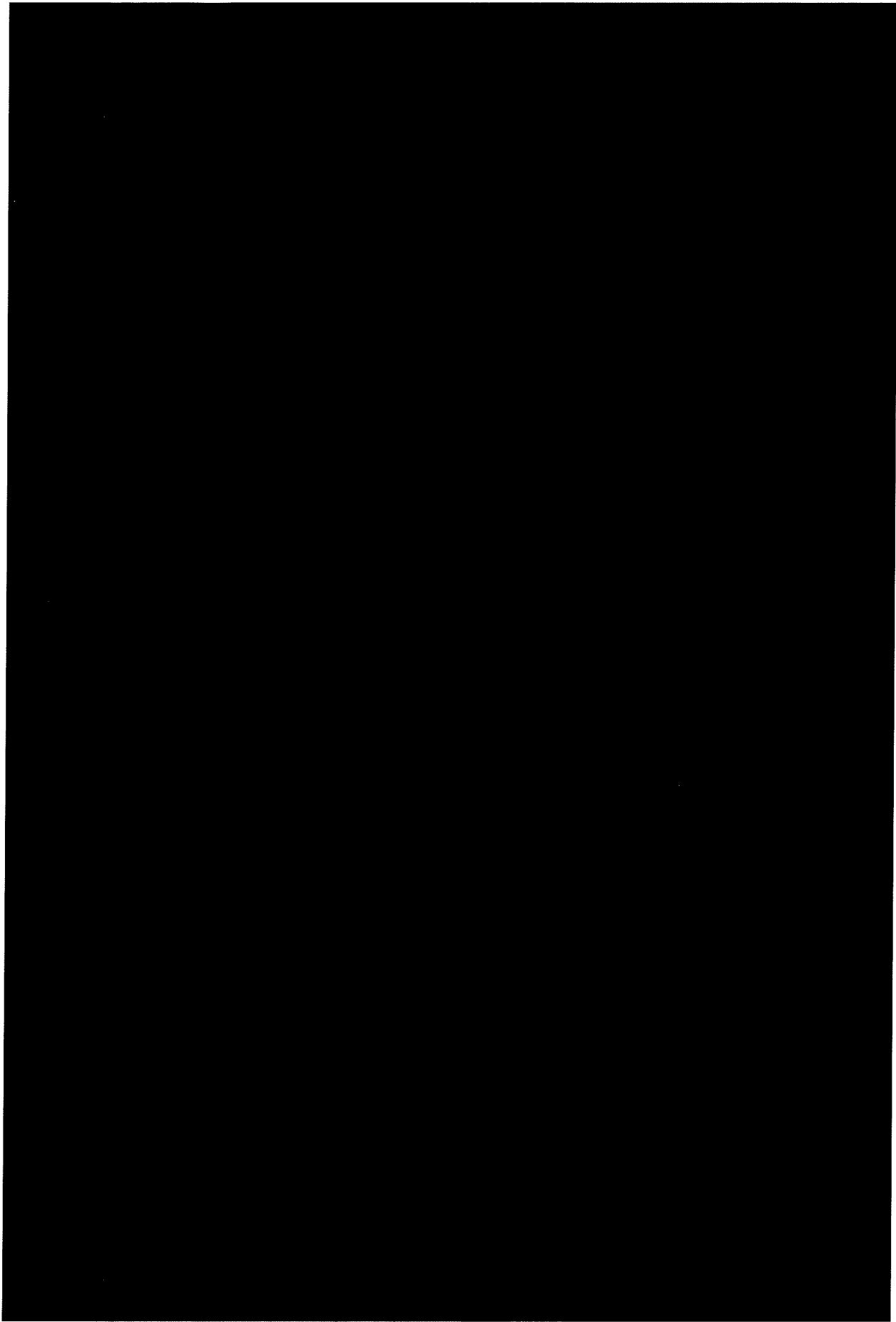
**Dated: :** \_\_\_\_\_

<p><b>Accepted by</b></p> <p><b>ACTEW</b></p> <p><b>Dated:</b> _____</p>
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## Schedule 9 - Third Party Contracts

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Signing page

**EXECUTED** as an agreement

**Executed by ACTEW Corporation Limited** ACN 069 381 960 in accordance with Section 127 of the *Corporations Act 2001*



Signature of director

Signature of director/company secretary  
(Please delete as applicable)

Mark Sweeney  
Name of director (print)

Michelle Norris  
Name of director/company secretary (print)  
~~ACTEW Corporation Ltd~~

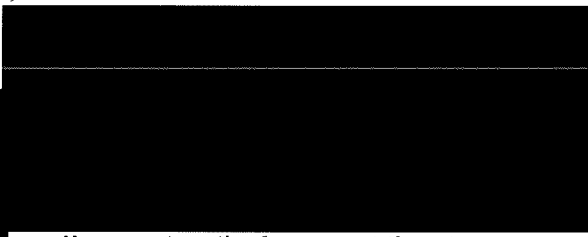
EXECUTED for:  
**ACTEW Distribution Limited ABN 83 073 025**  
**224 and Jemena Networks (ACT) Pty Limited**  
**ABN 24 008 552 663**



Signature of witness



Name of witness



) By executing this agreement the attorney  
) states that the attorney has received no  
) notice of revocation of the power of  
attorney.