



SYSTEM RESTART SERVICE CONTRACT

Australian Energy Market Operator Limited

and



Australian Energy Market Operator Limited
ABN 94 072 010 327
Level 12, 171 Collins Street
Melbourne VIC 3000

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Contract Details

Parties	AEMO Australian Energy Market Operator Limited (ABN 94 072 010 327) Level 12, 171 Collins Street, Melbourne VIC 3000 Service Provider ## (ABN ##) ##
Commencement Date	The later of: - the ## <i>Trading Day</i>; and - the <i>Trading Day</i> after the <i>Trading Day</i> when each Condition Precedent has been satisfied or waived
End Date	The ## <i>Trading Day</i>
Contract Representative	AEMO Attention: Manager – WA Registrations, Monitoring and Procurement Email: wa.rmp@aemo.com.au Cc: Attention: Managing Counsel – Gas/WEM Email: reception.perth@aemo.com.au Service Provider Attention: ## Email: ##
Operational Representative	AEMO Attention: WA Energy Market Management Telephone: 1300 989 797 Email: wa.operations@aemo.com.au Service Provider Primary Operational Representative: Attention: ## Telephone: ## Email: ## Backup Operational Representative: Attention: ## Telephone: ## Email: ##

Background

- A. *AEMO* may enter into a *System Restart Service Contract* with a *Market Participant* under clause 3.7.26 of the *ESM Rules*.
- B. The Service Provider is a *Market Participant*.
- C. *AEMO* and the Service Provider have agreed to enter into this *System Restart Service Contract*, which is the standard-form *System Restart Service Contract* maintained under clause 3.7.30 of the *ESM Rules*, incorporating the amendments (if any) specified in Schedule 1 [Amendments to standard-form contract].

Operative Provisions

1 Interpretation

1.1 General

- 1.1.1 Terms in capitalised italics have the meanings given in the Electricity System and Market Rules.
- 1.1.2 Other capitalised terms are defined in clause 1.2.

1.2 Definitions

- 1.2.1 The following definitions apply in this *System Restart Service Contract*:

AEMO Data means:

- (a) (with respect to the *Wholesale Electricity Market*) *Market Information* (including *Confidential Information*);
- (b) Personal Information;
- (c) SOCI Protected Information; and
- (d) any other data (including third-party data) held by *AEMO*.

AEMO System means a System operated by *AEMO* for the purposes of the *Wholesale Electricity Market* or any other energy market.

Authorised Person means a party's officers, employees and agents, and its consultants and service providers engaged in connection with this *System Restart Service Contract*.

Availability Payment means an availability payment determined under item 8 of Schedule 4 [Service].

Available, in relation to a *Trading Interval*, means the Service Equipment is capable of providing the Service in the *Trading Interval* in compliance with the Contract Technical Requirements and the Contract Performance Levels.

Capital Works means the capital works (if any) specified in Schedule 3 [Capital Works].

Capital Works Payment means a capital works payment determined under item 8 of Schedule 4 [Service].

Commencement Date means the commencement date specified in the Contract Details.

Condition Precedent means a condition precedent specified in Schedule 2 [Conditions Precedent].

Condition Precedent Satisfaction Date, in relation to a Condition Precedent, means the corresponding condition precedent satisfaction date specified in Schedule 2 [Conditions Precedent] (unless extended under clause 3.3).

Consumer Price Index or CPI means:

- (a) the Consumer Price Index (All Groups – Perth – index reference: September 2025 = 100.0) published each month by the Australian Bureau of Statistics; or
- (b) (if that index ceases to be published) an alternative index that AEMO, in consultation with the Service Provider, reasonably determines is an equivalent index.

Contract Electricity Export Capability Quantity means the contract electricity export capability quantity specified in item 4 of Schedule 4 [Service].

Contract Performance Level means a contract performance level specified in item 4 of Schedule 4 [Service].

Contract Reliability Requirement means the contract reliability requirement specified in item 5 of Schedule 4 [Service].

Contract Representative means AEMO's contract representative or the Service Provider's contract representative (as applicable) specified in the Contract Details (unless modified under clause 17.1.2).

Contract Technical Requirement means a contract technical requirement specified in item 6 of Schedule 4 [Service].

Contract Term means the contract term commencing on the date and time specified in clause 3.1 and ending on the date and time specified in clause 3.2.

Contract Year means:

- (a) the period from 8:00 am on the Commencement Date to 8:00 am on the next 1 July *Trading Day*;
- (b) each subsequent period from 8:00 am on the 1 July *Trading Day* to 8:00 am on the next 1 July *Trading Day* during the Contract Term; and
- (c) (if the Contract Term ends other than on a 1 July *Trading Day*) the period ending at 8:00 am on the last day of the Contract Term and commencing at 8:00 am on the preceding 1 July *Trading Day*.

Critical Assets means the critical energy market operator assets (as defined in the Critical Infrastructure Law) owned or operated by AEMO.

Critical Infrastructure Law means the Security of Critical Infrastructure Act 2018 (Cth) and any subordinate legislation.

Cyber Attack means:

- (a) a Cyber Security Incident that has impacted, or may impact, an AEMO System or AEMO Data; or
- (b) any unauthorised attempt to access or compromise the confidentiality, integrity or availability of a System operated by the Service Provider or any of its Authorised Persons that has impacted, or may impact, an AEMO System or AEMO Data.

Cyber Security Incident has the meaning given in the Critical Infrastructure Law.

Data Breach means any of the following:

- (a) a Cyber Attack;
- (b) an Insider Threat;
- (c) unauthorised access to an AEMO System or AEMO Data;
- (d) interference with, or modification or corruption of, an AEMO System or AEMO Data;
- (e) loss or destruction of, or damage to, an AEMO System or AEMO Data;
- (f) unauthorised use or disclosure of AEMO Data;
- (g) a breach of a Privacy Law; or
- (h) a breach of the Service Provider's obligations under clause 14.1 or clause 15.

Delivery Point means the delivery point specified in in item 3 of Schedule 4 [Service].

Emergency Communication System means an emergency communication system (consisting of a private automatic exchange or other communication system that is reasonably acceptable to AEMO) that facilitates communication between AEMO and the Service Provider during a Service Event.

End Date means the end date specified in the Contract Details.

Good Electricity Industry Practice means the exercise of the degree of skill, diligence, prudence and foresight that a skilled and experienced person would reasonably and ordinarily exercise under comparable conditions and circumstances, consistent with applicable written laws and statutory instruments, and applicable recognised codes, standards and guidelines.

Insider Threat means a Service Provider's Authorised Person with authorised access to an AEMO System or AEMO Data inadvertently or deliberately misuses that access for an improper purpose.

Insolvency Event, in relation to a party, means the happening of any of these events:

- (a) it is (or states that it is) insolvent or under administration;
- (b) it has a controller (as defined in the *Corporations Act*) appointed, is in liquidation, in provisional liquidation, under administration, wound up or has had a receiver (or receiver and manager) appointed to any part of its property;
- (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);
- (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 that party, which is preparatory to or could result in any of the events detailed in paragraphs (a), (b) or (c);

- (e) it is otherwise unable to pay its debts when they fall due; or
- (f) something having a substantially similar effect to the events detailed in paragraphs (a) to (e) happens in connection with that party under the law of any jurisdiction.

Modern Slavery has the meaning given in the Modern Slavery Act 2018 (Cth).

Non-Trip to House Load Service or Non-TTHL Service, with respect to a *Registered Facility* or multiple *Registered Facilities* registered to the Service Provider, means a *System Restart Service* provided from a generating unit that is not associated with a TTHL Service and has the following capability:

- (a) close onto a de-energised bus without energy being supplied to it from other generating units following a system shut down or a major supply disruption;
- (b) supply an islanded power system; and
- (c) control the frequency and voltage of the islanded power system.

Operational Representative means AEMO's operational representative or the Service Provider's operational representative (as applicable) specified in the Contract Details (unless modified under clause 17.1.2).

Personal Information has the meaning given in the Privacy Act 1988 (Cth).

Privacy Law means the Privacy Act 1988 (Cth) and any other legislation applicable to the Service Provider that governs the collection, use, holding, and disclosure of Personal Information or similar information.

Relevant Period, with respect to a *Trading Day* on or after the *Trading Day* that is 12 months after the Commencement Date, means each *Trading Interval* on each *Trading Day* in the period of 12 months up to and including that *Trading Day*.

Responsible Entity has the meaning given in the Critical Infrastructure Law.

Review Date means 1 July in each Contract Year (excluding the first Contract Year).

Service means a Non-TTHL Service or a TTHL Service (as specified in item 1 of Schedule 4 [Service]).

Service Equipment means the service equipment specified in item 2 of Schedule 4 [Service] (including a *Registered Facility* or multiple *Registered Facilities* registered to the Service Provider) that is used to provide the Service.

Service Event means a system shutdown or major supply disruption in respect of which AEMO requires the Service to be provided under this *System Restart Service Contract*.

Service Process, in relation to a Service Event, means the service process set out in item 7 of Schedule 4 [Service].

Service Report means a service report prepared by the Service Provider under clause 4.2.

Service Test means a service test (which must be completed in accordance with clause 6) to enable AEMO to determine whether the Service Equipment is capable of providing the Service in compliance with the Contract Technical Requirements and the Contract Performance Levels.

Service Test Payment means a service test payment determined under item 8 of Schedule 4 [Service].

Service Test Plan means a service test plan prepared by the Service Provider for the purpose of completing a Service Test that addresses all matters specified in Schedule 5 [Service Test] and is reasonably acceptable to AEMO.

Service Test Report means a service test report prepared by the Service Provider after completing a Service Test that addresses all matters specified in Schedule 5 [Service Test] and is reasonably acceptable to AEMO.

Settlement Period means a *Trading Week*, or a part of a *Trading Week*, where:

- (a) the first settlement period commences on the Commencement Date; and
- (b) the last settlement period ends on the End Date.

SOCI Protected Information means protected information as defined in the Critical Infrastructure Law.

System

- (a) means:
 - (i) software;
 - (ii) hardware (including peripherals and storage media);
 - (iii) equipment;
 - (iv) networks, other technology and communications links;
 - (v) any data and information stored on, residing in, or processed by, the items specified in paragraphs (i) to (iv); and
- (b) includes information about technical design, configuration, and security.

System Restart Service Payment, in relation to a Settlement Period, means a system restart service payment calculated in accordance with clause 9.

Trip to House Load Service or **TTHL Service**, with respect to a *Registered Facility* or multiple *Registered Facilities* registered to the Service Provider, means a *System Restart Service* provided from a generating unit that has the following capability:

- (a) automatically island from the rest of the *SWIS* during a system shutdown or a major supply disruption;
- (b) close onto a de-energised bus without energy being supplied to it from other generating units following a system shut down or a major supply disruption;
- (c) supply an islanded power system; and
- (d) control the frequency and voltage of the islanded power system.

Unavailable, in relation to a *Trading Interval*, means the Service Equipment is not capable of providing the Service in the *Trading Interval* in compliance with the Contract Technical Requirements and the Contract Performance Levels under clause 5.2, clause 5.3, or clause 5.4 (as applicable).

Uncontrollable Circumstance, in relation to a *Trading Interval*, means a circumstance that is unrelated to the Service Equipment and which is beyond the Service Provider's reasonable control (including a Network-related issue) but only if and to the extent that:

- (a) the circumstance results in the Service Equipment not being capable of providing the Service in the *Trading Interval* in compliance with the Contract Technical Requirements and the Contract Performance Levels;
- (b) a reasonable person (acting in accordance with Good Electricity Industry Practice) in the Service Provider's position could not have reasonably prevented or avoided the circumstance; and
- (c) the Service Provider has used reasonable endeavours to mitigate the effect of the circumstance.

Usage Payment means a usage payment determined under item 8 of Schedule 4 [Service].

1.3 Interpretation

1.3.1 In this *System Restart Service Contract*:

- (a) headings are inserted for convenience and do not affect interpretation;
- (b) if a word or phrase is defined, then other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (c) the singular includes the plural and vice versa;
- (d) the words "includes" or "including" or "such as" are not words of limitation and, when used to introduce an example, do not limit the meaning of the words to which the example relates or to examples of a similar kind; and
- (e) a reference to:
 - (i) a thing (including an amount) is a reference to the whole and each part of it; and
 - (ii) a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day and, if a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of that day.

2 Conditions Precedent

2.1 Legal effect

2.1.1 Clause 1, this clause 2, and clauses 6 (to the extent required for the Service Test Plan Condition Precedent and the Service Test Condition Precedent), 8, 11, 13, 16, and 17 of this *System Restart Service Contract* have legal effect from the *Trading Day* when this *System Restart Service Contract* has been executed by AEMO and the Service Provider.

2.1.2 Other clauses of this *System Restart Service Contract* have no legal effect unless and until each Condition Precedent is:

- (a) (with respect to the Service Test Plan Condition Precedent) satisfied under clause 2.3.5;
- (b) (with respect to the Service Test Condition Precedent) satisfied under clause 2.4.5; or
- (c) waived by AEMO under clause 2.6.1(a).

2.1.3 Each Condition Precedent is for AEMO's sole benefit.

2.2 Satisfaction

- 2.2.1 The Service Provider must:
- (a) use reasonable endeavours to satisfy each Condition Precedent as soon as practicable and, in any event, by the Condition Precedent Satisfaction Date; and
 - (b) notify *AEMO's* Contract Representative without undue delay if the Service Provider reasonably considers that a Condition Precedent is unlikely to be satisfied by the Condition Precedent Satisfaction Date.

2.3 Service Test Plan Condition Precedent

- 2.3.1 This clause 2.3 applies with respect to the Service Test Plan Condition Precedent.
- 2.3.2 *AEMO* must determine whether the Service Test Plan Condition Precedent is satisfied and notify the Service Provider's Contract Representative of its determination within 10 *Business Days* after the Service Provider submits a proposed Service Test Plan to *AEMO's* Operational Representative.
- 2.3.3 *AEMO* (acting reasonably):
- (a) must determine that the Service Test Plan Condition Precedent is satisfied if the proposed Service Test Plan addresses all matters specified in Schedule 5 [Service Test] and is reasonably acceptable to *AEMO*; and
 - (b) otherwise, must determine that the Service Test Plan Condition Precedent is not satisfied.
- 2.3.4 If *AEMO* determines that the Service Test Plan Condition Precedent is not satisfied:
- (a) *AEMO* must provide reasons why the proposed Service Test Plan does not address all matters specified in Schedule 5 [Service Test] or is not reasonably acceptable to *AEMO*; and
 - (b) the Service Provider must submit a revised proposed Service Test Plan to *AEMO's* Operational Representative as soon as practicable.
- 2.3.5 The Service Test Plan Condition Precedent is satisfied on the *Trading Day* when *AEMO* notifies the Service Provider's Contract Representative that the proposed Service Test Plan addresses all matters specified in Schedule 5 [Service Test] and is reasonably acceptable to *AEMO*.

2.4 Service Test Condition Precedent

- 2.4.1 This clause 2.4 applies with respect to the Service Test Condition Precedent.
- 2.4.2 *AEMO* must determine whether the Service Test Condition Precedent is satisfied and notify the Service Provider's Contract Representative of its determination within 10 *Business Days* after the Service Provider completes a Service Test and submits a proposed Service Test Report to *AEMO's* Operational Representative.
- 2.4.3 *AEMO* (acting reasonably):
- (a) must determine that the Service Test Condition Precedent is satisfied if the proposed Service Test Report addresses all matters specified in Schedule 5 [Service Test], is reasonably acceptable to *AEMO*, and indicates that the Service was Available on the Service Test *Trading Day*; and

- (b) otherwise, must determine that the Service Test Condition Precedent is not satisfied.

2.4.4 If *AEMO* determines that the Service Test Condition Precedent is not satisfied:

- (a) *AEMO* must provide reasons why the proposed Service Test Report is not reasonably acceptable to *AEMO* or does not indicate that the Service was Available on the Service Test *Trading Day*; and
- (b) the Service Provider must:
 - (i) (if the proposed Service Test Report is not reasonably acceptable to *AEMO*) submit a revised proposed Service Test Report to *AEMO*'s Operational Representative as soon as practicable; or
 - (ii) (if the proposed Service Test Report does not indicate that the Service was Available on the Service Test *Trading Day*) complete another Service Test and submit a proposed Service Test Report to *AEMO*'s Operational Representative as soon as practicable.

2.4.5 The Service Test Condition Precedent is satisfied on the *Trading Day* when *AEMO* notifies the Service Provider's Contract Representative that the proposed Service Test Report addresses all matters specified in Schedule 5 [Service Test], is reasonably acceptable to *AEMO*, and indicates that the Service was Available on the Service Test *Trading Day*.

2.5 Other Condition Precedent

2.5.1 This clause 2.5 applies with respect to a Condition Precedent other than the Service Test Plan Condition Precedent or the Service Test Condition Precedent.

2.5.2 The Service Provider must notify *AEMO*'s Contract Representative without undue delay if the Service Provider reasonably considers that a Condition Precedent is satisfied.

2.5.3 *AEMO* must determine whether a Condition Precedent is satisfied and notify the Service Provider's Contract Representative of its determination within 3 *Business Days* after the later of:

- (a) the *Trading Day* when the Service Provider notifies *AEMO*'s Contract Representative under clause 2.5.2; and
- (b) the *Trading Day* when *AEMO* receives information requested under clause 2.5.4.

2.5.4 *AEMO* may request information from the Service Provider that it reasonably requires to make a determination under clause 2.5.3. The Service Provider must provide requested information without undue delay.

2.5.5 *AEMO* (acting reasonably) may determine that a Condition Precedent is satisfied and notify the Service Provider's Contract Representative of its determination without being notified under clause 2.5.2.

2.6 Waiver and extension

2.6.1 *AEMO* (in its sole discretion and by notifying the Service Provider's Contract Representative) may:

- (a) waive a Condition Precedent; or
- (b) extend a Condition Precedent Satisfaction Date.

2.7 Termination for non-satisfaction

- 2.7.1 *AEMO* (in its sole discretion and by notifying the Service Provider's Contract Representative) may terminate this *System Restart Service Contract* if:
- (a) a Condition Precedent is not satisfied by the Condition Precedent Satisfaction Date; and
 - (b) *AEMO* (in its sole discretion) does not:
 - (i) waive the Condition Precedent under clause 2.6.1(a); or
 - (ii) extend the Condition Precedent Satisfaction Date under clause 2.6.1(b).

3 Contract Term

3.1 Commencement Date

- 3.1.1 This *System Restart Service Contract* commences at 8:00 am on the Commencement Date.

3.2 End Date

- 3.2.1 This *System Restart Service Contract* ends at 8:00 am on the End Date unless it is:
- (a) terminated before the End Date under clause 12.1.1 (in which case it ends at 8:00 am on the termination date); or
 - (b) extended to a *Trading Day* after the End Date under clause 3.3 (in which case it ends at 8:00 am on that *Trading Day*).

3.3 Extension by *AEMO*

- 3.3.1 *AEMO* (acting reasonably and by notifying the Service Provider's Contract Representative) may extend this *System Restart Service Contract* for a period of up to 12 months after the End Date. The notice must specify the *Trading Day* to which this *System Restart Service Contract* is extended.

3.4 Survival

- 3.4.1 Clauses 8, 10, 11, 13 and 17.4 survive termination or expiry of this *System Restart Service Contract*.

4 Service

4.1 Service

- 4.1.1 *AEMO* may require the Service Provider to provide the Service in any *Trading Interval* during the Contract Term.
- 4.1.2 The Service Provider must use reasonable endeavours to provide the Service in compliance with the Contract Technical Requirements and the Contract Performance Levels when required by *AEMO*.

- 4.1.3 The Service Provider may use any *Registered Facility* forming part of the Service Equipment to provide the Service.

4.2 Service Report

- 4.2.1 The Service Provider must prepare and submit a Service Report to AEMO's Operational Representative within 20 *Business Days* (or within a longer period approved by AEMO) after a Service Event.
- 4.2.2 The Service Report must include:
- (a) a summary of key actions and decisions taken by the Service Provider during the Service Event with an approximate time for each key action or decision;
 - (b) (with respect to the generation system associated with the *Registered Facility* forming part of the Service Equipment that was used to provide the Service) an assessment of the observed performance of the generation system compared to its predicted performance based on the generation system model referred to in section 17 of Appendix 12 of the *ESM Rules*;
 - (c) an overall assessment of whether the Service was provided in compliance with the Contract Performance Levels and the Contract Technical Requirements, and (for each Contract Performance Level or Contract Technical Requirement that was not complied with) relevant information to enable AEMO to review the non-compliance; and
 - (d) the following information:
 - (i) local SCADA records with respect to the Service Event;
 - (ii) (to the extent available) high-speed resolution data with respect to the Service Event; and
 - (iii) any other matters reasonably requested by AEMO with respect to the Service Event.

5 Service Availability and Contract Reliability Requirement

5.1 Availability

- 5.1.1 The Service is Available in a *Trading Interval* unless it is Unavailable under clause 5.2, clause 5.3, or clause 5.4.

5.2 Unavailable – Service Provider notification

- 5.2.1 The Service Provider must notify AEMO's Operational Representative as soon as practicable if it reasonably considers that the Service Equipment is not capable or is not expected to be capable of providing the Service in compliance with the Contract Technical Requirements and the Contract Performance Levels for any reason (including an Uncontrollable Circumstance) that is unrelated to:
- (a) a *Planned Outage* or a *Forced Outage* to which clause 5.3 applies; or
 - (b) an event to which clause 5.4 applies.

- 5.2.2 The notice under clause 5.2.1 must specify (to the extent of the Service Provider's knowledge and belief):
- (a) the *Trading Interval* from when the Service was not capable or is not expected to be capable of providing the Service in compliance with the Contract Technical Requirements and the Contract Performance Levels;
 - (b) the *Trading Interval* when the Service is expected to become Available; and
 - (c) the cause of the Unavailability.
- 5.2.3 The Service Provider (after notifying AEMO's Operational Representative under clause 5.2.1) must notify AEMO's Operational Representative as soon as practicable when it reasonably considers that the Service is Available.
- 5.2.4 AEMO (acting reasonably) must determine each *Trading Interval* when the Service is Unavailable under this clause 5.2 based on:
- (a) the information specified in the Service Provider's notices; and
 - (b) other information available to AEMO.

5.3 Unavailable – *Planned Outage* or *Forced Outage*

- 5.3.1 The Service is Unavailable in a *Trading Interval* during the Contract Term if (for any *Dispatch Interval* in the *Trading Interval*):
- (a) the Service Provider submits an *Outage Plan* (which AEMO approves as a *Planned Outage*) or a *Forced Outage* for any *Registered Facility* forming part of the Service Equipment; and
 - (b) $RAC < CEECQ$, where:
 - (i) **RAC** is the *Remaining Available Capacity* of the *Registered Facility* forming part of the Service Equipment (or the aggregate *Remaining Available Capacity* of all *Registered Facilities* forming part of the Service Equipment) for the *Dispatch Interval*; and
 - (ii) **CEECQ** is the Contract Electricity Export Capability Quantity.

5.4 Other Unavailability

- 5.4.1 The Service is Unavailable in each *Trading Interval* during the period determined under clause 5.4.2 if any of the following events occur:
- (a) the Service is not provided in compliance with the Contract Technical Requirements and the Contract Performance Levels during a Service Event; or
 - (b) AEMO determines that a Service Test is unsuccessful.
- 5.4.2 AEMO (acting reasonably) must determine each *Trading Interval* when the Service is Unavailable under this clause 5.4 based on:
- (a) the *Trading Interval* when the relevant Service Event or Service Test under clause 5.4.1 occurred;
 - (b) the *Trading Interval* when the Service Provider completes a Service Test under clause 6.3 (if AEMO determines that the Service Test is successful under clause 6.6);
 - (c) information provided by the Service Provider; and
 - (d) other information available to AEMO.

5.5 Requirement for remedial action

- 5.5.1 This clause 5.5 applies if the Service is Unavailable under clause 5.2, clause 5.3 (with respect to a *Forced Outage*) or clause 5.4.
- 5.5.2 The Service Provider must:
- (a) promptly advise *AEMO* of the proposed timetable for implementing remedial action and keep *AEMO* informed of progress;
 - (b) (to the extent that the Unavailability is caused by the Service Equipment) take remedial action as soon as practicable and in accordance with Good Electricity Industry Practice to ensure that the Service Equipment is capable of providing the Service in compliance with the Contract Technical Requirements and the Contract Performance Levels;
 - (c) (to the extent that the Unavailability is caused by a Network-related issue) comply with all reasonable requests of the relevant *Network Operator* to coordinate remedial action and ensure that the Service Equipment is capable of providing the Service in compliance with the Contract Technical Requirements and the Contract Performance Levels as soon as practicable; and
 - (d) (to the extent that the Unavailability is caused by an Uncontrollable Circumstance that is unrelated to a Network-related issue) coordinate with relevant third parties to coordinate remedial action and ensure that the Service Equipment is capable of providing the Service in compliance with the Contract Technical Requirements and the Contract Performance Levels as soon as practicable.

6 Service Test

6.1 Service Test Plan

- 6.1.1 The Service Provider must maintain a Service Test Plan during the Contract Term.
- 6.1.2 The Service Provider must not amend the Service Test Plan without *AEMO*'s prior written approval (which must not be unreasonably withheld or delayed).

6.2 6-monthly Service Test by Service Provider

- 6.2.1 The Service Provider must use reasonable endeavours to complete a Service Test in accordance with clause 6.4 and provide a proposed Service Test Report in accordance with clause 6.6:
- (a) between the 1 July and 31 December *Trading Days* in a Contract Year; and
 - (b) between the 1 January and 30 June *Trading Days* in a Contract Year.

6.3 Service Test required by *AEMO*

- 6.3.1 *AEMO* (acting reasonably and by notice to the Service Provider's Operational Representative) may require a Service Test if:
- (a) the Service Provider does not complete a 6-monthly Service Test under clause 6.2;
 - (b) the Service has been Unavailable under clause 5.2, clause 5.3, or clause 5.4; or

- (c) *AEMO* otherwise reasonably considers that the Service Equipment is not capable of providing the Service in compliance with the Contract Technical Requirements and the Contract Performance Levels.

6.3.2 *AEMO* (acting reasonably) may request information from the Service Provider for the purpose of determining whether to require a Service Test under this clause 6.3. The Service Provider must provide *AEMO* with the requested information as soon as practicable.

6.3.3 The Service Provider must use reasonable endeavours to complete a Service Test required under this clause 6.3 and provide a proposed Service Test Report in accordance with clause 6.6 as soon as practicable.

6.4 Process

6.4.1 The following process applies with respect to a Service Test:

- (a) The Service Provider must:
 - (i) notify *AEMO* and the relevant *Network Operator* of the proposed Service Test *Trading Day*;
 - (ii) coordinate with the relevant *Network Operator* with respect to network arrangements for the Service Test and notify *AEMO* when the relevant network arrangements are finalised; and
 - (iii) submit an *Outage Plan* to *AEMO* for a *Planned Outage* with respect to the *Registered Facility* forming part of the Service Equipment that will be used to carry out the Service Test (and take any steps reasonably required by *AEMO* for an *Outage Plan* to be approved with respect to the Service Test).
- (b) The Service Provider must use reasonable endeavours to comply with the Service Test Plan when carrying out the Service Test.
- (c) *AEMO* (acting reasonably) may notify the Service Provider of a change in the Service Test date, including after the Service Test has commenced, if *AEMO* reasonably considers that the Service Test is having or is likely to have a material adverse effect on *Power System Security*. When notified, the Service Provider must:
 - (i) cancel or discontinue the Service Test; and
 - (ii) use reasonable endeavours to complete a Service Test in accordance with this clause 6.4 as soon as practicable.
- (d) If the relevant *Network Operator* requires the Service Test to be rescheduled for any reason:
 - (i) the Service Provider must withdraw its *Outage Plan* (irrespective of whether it has been approved by *AEMO*) with respect to the proposed Service Test; and
 - (ii) complete a Service Test in accordance with this clause 6.4 as soon as practicable.

6.5 AEMO representative

6.5.1 *AEMO* (by notifying the Service Provider's Operational Representative at least 1 *Business Days* before a proposed Service Test) may nominate one or more *AEMO* representatives to witness the Service Test and verify that it is completed in accordance with the Service Test Plan.

- 6.5.2 The Service Provider must ensure that a nominated representative has sufficient access to the *Registered Facility* forming part of the Service Equipment that will be used to carry out the Service Test for the purpose of witnessing the Service Test.
- 6.5.3 AEMO must ensure that each nominated representative:
- (a) complies with the Service Provider's reasonable business requirements relating to occupational health and safety; and
 - (b) does not unreasonably interfere with the conduct of the Service Test.

6.6 Service Test Report

- 6.6.1 The Service Provider must submit a proposed Service Test Report to AEMO's Operational Representative within 10 *Business Days* after completing a Service Test. The proposed Service Test Report must address all matters specified in Schedule 5 [Service Test].
- 6.6.2 AEMO must determine whether the Service Test is successful and notify the Service Provider's Operational Representative of its determination within 10 *Business Days* after the Service Provider completes a Service Test and submits a proposed Service Test Report to AEMO's Operational Representative.
- 6.6.3 AEMO (acting reasonably):
- (a) must determine that the Service Test is successful if the proposed Service Test Report addresses all matters specified in Schedule 5 [Service Test], is reasonably acceptable to AEMO, and indicates that the Service was Available on the Service Test *Trading Day*; and
 - (b) otherwise, must determine that the Service Test is unsuccessful.
- 6.6.4 If AEMO determines that the Service Test is unsuccessful:
- (a) AEMO must provide reasons why the proposed Service Test Report is not reasonably acceptable to AEMO or does not indicate that the Service was Available on the Service Test *Trading Day*; and
 - (b) the Service Provider must:
 - (i) (if the proposed Service Test Report is not reasonably acceptable to AEMO) submit a revised proposed Service Test Report as soon as practicable; or
 - (ii) (if the proposed Service Test Report does not indicate that the Service was Available on the Service Test *Trading Day*) complete another Service Test and submit a proposed Service Test Report as soon as practicable.

7 Service Equipment maintenance and reliability

7.1 Maintenance

- 7.1.1 The Service Provider must maintain the Service Equipment in accordance with Good Electricity Industry Practice.
- 7.1.2 The Service Provider must use reasonable endeavours to ensure that material components of the Service Equipment (including but not limited to control systems, protection systems and associated software) will not adversely affect power system restoration if AEMO requires the Service to be provided under this System Restart Service Contract.

7.2 Reliability

- 7.2.1 The Service Provider must notify *AEMO*:
- (a) before or as soon as practicable after modifying or replacing any material components of the Service Equipment (including but not limited to control systems, protection systems and associated software); and
 - (b) as soon as practicable after becoming aware of circumstances that reduce or could reasonably be expected to reduce the Availability of the Service.

8 Records, Emergency Communication System, Service Equipment models and *AEMO* information requests

8.1 Records

- 8.1.1 The Service Provider must compile and maintain reasonable records with respect to this *System Restart Service Contract*. The records must include (without limitation):
- (a) each Service Test Plan;
 - (b) each Service Test Report;
 - (c) each Service Report; and
 - (d) any other matter specified by *AEMO* (acting reasonably).
- 8.1.2 *AEMO* may request a copy of any record maintained under clause 8.1 at any time during the Contract Term or within 6 years after the End Date. The Service Provider must provide any requested records without undue delay.

8.2 Emergency Communication System

- 8.2.1 The Service Provider must:
- (a) maintain an Emergency Communication System during the Contract Term; and
 - (b) provide *AEMO* with relevant contact details for the purpose of communication between *AEMO* and the Service Provider during the Service Process.
- 8.2.2 The Service Provider must not modify the Emergency Communication System without *AEMO*'s prior written approval (which must not be unreasonably withheld or delayed).
- 8.2.3 The Service Provider must notify *AEMO* of any change in the relevant contact details provided under clause 8.2.1(b) without undue delay.

8.3 Service Equipment models

- 8.3.1 The Service Provider (if required by *AEMO*) must provide *AEMO*'s Operational Representative with the following validated models for each *Registered Facility* forming part of the Service Equipment:
- (a) a phasor domain transient (PDT) or root mean square (RMS) model in DigSILENT PowerFactory Software format; and
 - (b) an electromagnetic transient (EMT) model in PSCAD/EMTDC software format.

- 8.3.2 The validated models provided under clause 8.3.1 must:
- (a) include relevant protection systems; and
 - (b) accurately represent the Service Equipment's performance during energisation, load pickup, and isochronous or droop control operation.

8.4 AEMO information request

- 8.4.1 AEMO (acting reasonably) may request information from the Service Provider's Operational Representative regarding the Service Equipment or the Service at any time during the Contract Term. The Service Provider must provide requested information without undue delay.

9 System Restart Service Payment

9.1 Determination

- 9.1.1 AEMO must determine the System Restart Service Payment for each Settlement Period in accordance with item 8 of Schedule 4 [Service] and as adjusted under clause 9.2.

9.2 CPI adjustment

- 9.2.1 The Availability Payment, the Usage Payment and the Test Payment (each a **Contract Value** for the purposes of this clause 9.2) must be adjusted for CPI as soon as practicable after each Review Date in accordance with the following formula:

$$CVB \times \frac{CPI}{CPIB}$$

where:

CVB means the relevant Contract Value immediately before the Review Date;

CPI means the CPI for the month ending on the 30 June immediately before the Review Date; and

CPIB means the CPI for the month ending on the 30 June in the preceding Contract Year.

- 9.2.2 The Contract Values to be used for the purposes of settlement for each *Trading Day* are:
- (a) (for a *Trading Day* in the first Contract Year) the Contract Values specified in item 8 of Schedule 4 [Service]; and
 - (b) (for a *Trading Day* in a subsequent Contract Year) the adjusted Contract Values determined under clause 9.2.1.

10 Settlement

10.1 ESM Rules settlement process

- 10.1.1 Chapter 9 of the *ESM Rules* applies with respect to a System Restart Service Payment.

11 Liability

11.1 AEMO

- 11.1.1 Subject to clause 11.1.2, and other than in respect of any unpaid System Restart Service Payment amounts, the total amount recoverable from AEMO in respect of any and all claims arising out of any one or more events during the Contract Term with respect to, arising from, or in connection with, this *System Restart Service Contract* is limited to the prescribed maximum amount for the purposes of section 126 of the *Electricity Industry Act* and regulation 52 of the *ESM Regulations*.
- 11.1.2 Regardless of the nature of any claim, AEMO is not liable in any circumstances for any:
- (a) damages or losses that are not direct and do not flow naturally from a breach of this *System Restart Service Contract*, even if they may reasonably be expected to have been in the contemplation of both parties as a probable result of the breach at the time they entered into this *System Restart Service Contract*;
 - (b) loss of market, opportunity or profit (whether direct or indirect); or
 - (c) damages or losses to the extent that an act or omission by the Service Provider (including a negligent act or omission) caused or contributed to the damages or losses.

11.2 Service Provider

- 11.2.1 Subject to clause 11.2.2, and other than in respect of any System Restart Service Payment amounts repayable by the Service Provider under this *System Restart Service Contract*, the total amount recoverable from the Service Provider in respect of any and all claims arising out of any one or more events during the Contract Term with respect to, arising from, or in connection with, this *System Restart Service Contract* is limited to the lesser of:
- (a) the total amount of System Restart Service Payments paid to the Service Provider; and
 - (b) \$1 million.
- 11.2.2 Regardless of the nature of any claim, the Service Provider is not liable in any circumstances for any:
- (a) damages or losses that are not direct and do not flow naturally from a breach of this *System Restart Service Contract*, even if they may reasonably be expected to have been in the contemplation of both parties as a probable result of the breach at the time they entered into this *System Restart Service Contract*;
 - (b) loss of market, opportunity or profit (whether direct or indirect); or
 - (c) damages or losses to the extent that an act or omission by AEMO (including a negligent act or omission) caused or contributed to the damages or losses.

12 Termination

12.1 General

- 12.1.1 AEMO (by notice to the Service Provider's Contract Representative) may terminate this *System Restart Service Contract* if any of the following events occurs after the Commencement Date:

- (a) the Service Provider fails to provide the Service in compliance with the Contract Technical Requirements and the Contract Performance Levels when required by *AEMO*;
- (b) *AEMO* determines that a Service Test is unsuccessful (for any reason that is unrelated to an Uncontrollable Circumstance or an act or omission of *AEMO*) more than once during the Contract Term;
- (c) the Service Provider fails to meet the Contract Reliability Requirement in respect of the Service for any Relevant Period;
- (d) the Service Equipment is incapable of providing the Service for a period exceeding 3 months due to an Uncontrollable Circumstance; or
- (e) an Insolvency Event occurs with respect to the Service Provider.

12.1.2 A termination notice takes effect at 8:00 am on the later of:

- (a) the *Trading Day* after it is given; and
- (b) the *Trading Day* specified in the notice.

12.2 Consequences

12.2.1 If *AEMO* terminates this *System Restart Service Contract*:

- (a) the Service Provider is entitled to receive any System Restart Service Payment arising before the effective date of termination; and
- (b) *AEMO* is not liable to the Service Provider under this *System Restart Service Contract* in any other respect.

13 Dispute resolution

13.1 *ESM Rules* dispute process

13.1.1 Sections 2.18, 2.19, 2.20, 9.16 and 9.17 of the *ESM Rules* apply to any dispute arising under this *System Restart Service Contract*.

13.2 Continuing performance

13.2.1 The parties must continue to perform their obligations under this *System Restart Service Contract* despite the existence of a dispute.

14 AEMO Systems and AEMO Data

14.1 Security measures

14.1.1 The Service Provider must:

- (a) comply with *AEMO*'s cyber security policy and cyber security standards as notified by *AEMO*, and must not disclose *AEMO*'s cyber security policy and cyber security standards to any person other than an Authorised Person on a need-to-know basis and provided such persons are required to keep such policies and standards confidential;
- (b) implement and maintain appropriate technical and organisational measures and controls in accordance with Good Electricity Industry Practice to:

- (i) secure the Service Provider's access to AEMO Systems and AEMO Data;
- (ii) prevent and protect against:
 - (A) unauthorised access to AEMO Systems or AEMO Data;
 - (B) interference with, or modification or corruption of, AEMO Systems or AEMO Data;
 - (C) loss or destruction of, or damage to, AEMO Systems or AEMO Data; and
 - (D) unauthorised use or disclosure of AEMO Data; and
- (c) ensure that its physical and system controls:
 - (i) only permit its Authorised Persons to access AEMO Systems and use AEMO Data in connection with this *System Restart Service Contract*; and
 - (ii) limit each Authorised Person's access to AEMO Systems and ability to use AEMO Data to the minimum necessary in connection with this *System Restart Service Contract*.

14.2 Data Breach

14.2.1 The Service Provider must notify *AEMO's* Operational Representative immediately if it becomes aware of an actual or suspected Data Breach.

14.2.2 The Service Provider must (after notifying *AEMO's* Operational Representative under clause 14.2.1):

- (a) take all necessary steps to secure access to AEMO Systems and AEMO Data and to mitigate the consequences of the actual or suspected Data Breach;
- (b) co-operate with *AEMO* in investigating the actual or suspected Data Breach; and
- (c) subject to clause 14.3, if the actual or suspected Data Breach relates to Personal Information, conduct an assessment in accordance with the *Privacy Act 1988* (Cth).

14.3 Disclosure of Data Breach

14.3.1 The Service Provider must not disclose any information to any third party about an actual or suspected Data Breach unless:

- (a) (if the actual or suspected Data Breach relates to AEMO Data) both of the following matters apply:
 - (i) the disclosure to the third party is reasonably necessary for the management of the actual or suspected Data Breach; and
 - (ii) the Service Provider has obtained prior written approval from *AEMO* (which must not be unreasonably withheld or delayed) regarding the proposed form and content of the disclosure to the third party;
- (b) (otherwise) the disclosure is required by law.

15 Critical Infrastructure Law

15.1 General

15.1.1 The Service Provider acknowledges and agrees that *AEMO* is the Responsible Entity for the Critical Assets.

15.2 Compliance with Critical Infrastructure Law

15.2.1 The Service Provider must:

- (a) comply with the Critical Infrastructure Law to the extent that it applies to the Service Provider in relation to the Critical Assets;
- (b) implement and maintain appropriate technical and organisational measures and controls in accordance with Good Electricity Industry Practice to ensure that each of its Authorised Persons complies with the Critical Infrastructure Law to the extent that it applies to that representative in relation to the Critical Assets; and
- (c) promptly provide any information or assistance requested by *AEMO* for the purpose of:
 - (i) complying with its obligations under the Critical Infrastructure Law; or
 - (ii) exercising, performing, or otherwise discharging its rights, powers, functions or obligations under the Critical Infrastructure Law;

15.2.2 The Service Provider must not commit an act or omission and must ensure that its Authorised Persons do not commit an act or omission that would result in *AEMO* or the Service Provider breaching the Critical Infrastructure Law.

15.2.3 *AEMO* may disclose any information of or relating to the Service Provider or its Authorised Persons (including any confidential information of the Service Provider or its Authorised Persons) to any person:

- (a) to the extent that *AEMO* is required or authorised to do so under the Critical Infrastructure Law; or
- (b) in the exercise, performance or discharge by *AEMO* of its rights, powers, functions or obligations under the Critical Infrastructure Law.

15.3 SOCI Protected Information

15.3.1 The Service Provider must only make a record of, use or disclose SOCI Protected Information for the purposes of performing its obligations under this *System Restart Service Contract*.

15.4 Engagement with governmental or regulatory authority

15.4.1 The Service Provider:

- (a) must immediately notify *AEMO* if it:
 - (i) receives any notice, direction or request under the Critical Infrastructure Law; or
 - (ii) is otherwise contacted directly by a governmental or regulatory authority in relation to a Critical Asset;
- (b) must not correspond, communicate or otherwise engage with any governmental or regulatory authority in relation to a matter arising under the Critical Infrastructure Law or in relation to a Critical Asset without obtaining *AEMO*'s prior written approval (which must not be unreasonably withheld or delayed) regarding the proposed form and content of the disclosure to the governmental or regulatory authority.

15.5 Cyber Security Incident

15.5.1 The Service Provider must notify *AEMO* immediately if it becomes aware that:

- (a) a Cyber Security Incident has occurred, is occurring or is imminent; and

- (b) the Cyber Security Incident has had, is having, or is likely to have an impact on:
 - (i) the Service Provider's performance of its obligations under this *System Restart Service Contract*; or
 - (ii) an AEMO System to which the Service Provider has access and that forms part of or otherwise relates to a Critical Asset.

15.5.2 The notice under clause 15.5.1 must specify:

- (a) the nature of the Cyber Security Incident; and
- (b) any other relevant information (to the extent known to the Service Provider) to enable AEMO to investigate and respond to the Cyber Security Incident.

15.5.3 The Service Provider must promptly provide any information or assistance requested by AEMO for the purpose of:

- (a) investigating and responding to the Cyber Security Incident; and
- (b) otherwise complying with its obligations under the Critical Law Infrastructure with respect to the Cyber Security Incident.

16 Modern Slavery

16.1 Reasonable steps and records

16.1.1 The Service Provider must take all reasonable steps, including undertaking reasonable due diligence and implementing staff training programs, to ensure that there is no Modern Slavery in:

- (a) its operations or supply chains; or
- (b) (with respect to any third party engaged in connection with this *System Restart Service Contract*) third-party operations or supply chains.

16.1.2 The Service Provider must:

- (a) maintain appropriate records evidencing the reasonable steps taken to ensure compliance with clause 16.1.1; and
- (b) provide these records to AEMO upon request.

16.2 Representation and Warranty

16.2.1 The Service Provider represents and warrants that, to the best of its knowledge, having made all reasonable enquiries and undertaken all reasonable due diligence:

- (a) it is not aware of any Modern Slavery in:
 - (i) its operations or supply chains; or
 - (ii) (with respect to any third party engaged in connection with this *System Restart Service Contract*) third-party operations or supply chains; and
- (b) neither it nor any third party engaged in connection with this *System Restart Service Contract* is or has been the subject of any investigation, inquiry or enforcement proceeding by any authority regarding an offence or alleged offence in connection with Modern Slavery.

16.2.2 The Service Provider must promptly notify AEMO if it becomes aware of any information that means the representations and warranties in clause 16.2.1 may no longer be true and correct.

17 General

17.1 Notices

- 17.1.1 A notice to a party under this *System Restart Service Contract* (other than a notice given under the *ESM Rules* in connection with the operation of the *Wholesale Electricity Market*) must be:
- (a) in writing;
 - (b) addressed to the party's Contract Representative or Operational Representative (as applicable); and
 - (c) sent by email or other automated electronic process approved by *AEMO* for the purposes of this *System Restart Service Contract*.
- 17.1.2 A party may notify the other party of a change in its Contract Representative or Operational Representative details in accordance with clause 17.1.1.
- 17.1.3 A notice (other than a termination notice to which clause 12.1.2(b) applies) takes effect from the time it is given.

17.2 Assignment or other dealing

- 17.2.1 The Service Provider must not assign or otherwise deal with its rights or obligations under this *System Restart Service Contract* or (except in the ordinary course of business) in respect of the Service Equipment without *AEMO*'s written consent.
- 17.2.2 *AEMO* must not unreasonably withhold or delay its consent under clause 17.2.1.
- 17.2.3 *AEMO*, as a condition of consent under clause 17.2.1, may require the Service Provider and the third party to enter into a deed of novation with *AEMO* on terms that are reasonably satisfactory to *AEMO* under which the third party agrees to assume obligations that are substantially equivalent to the Service Provider's obligations under this *System Restart Service Contract*.
- 17.2.4 Any purported assignment in breach of clause 17.2.1 is invalid and of no legal effect.

17.3 Amendment and variation

- 17.3.1 This *System Restart Service Contract* may only be amended or varied by written agreement between the parties unless otherwise stated.

17.4 Confidential information

- 17.4.1 *Market Information* contained in this *System Restart Service Contract* is *Confidential Information* except to the extent that *AEMO* is required to publish or disclose the *Market Information* under the *ESM Rules*.
- 17.4.2 The Service Provider consents to the use or disclosure of its confidential information by *AEMO* to the extent reasonably necessary for *AEMO* to carry out its functions or comply with its obligations under the *ESM Regulations* and the *ESM Rules*.

17.5 Entire agreement

- 17.5.1 Subject to the *ESM Rules*, this *System Restart Service Contract* constitutes the entire agreement of the parties in connection with its subject-matter.

17.6 Counterparts

- 17.6.1 This *System Restart Service Contract* may be executed in counterparts. A counterpart may be executed and delivered by electronic mail message or other electronic signature, and the receiving party may rely on the receipt of a document executed and delivered electronically as if the original had been received.

17.7 Governing law and jurisdiction

- 17.7.1 This *System Restart Service Contract* and the transactions contemplated by it are governed by the laws in force in Western Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place. The parties must not object to the exercise of jurisdiction by those courts on any basis.

Signing Page

EXECUTED as an AGREEMENT

SIGNED by ## (##) as authorised)
representative for **Australian Energy Market**)
Operator Limited:)

By executing this *System Restart Service Contract*, the signatory warrants that the signatory is duly authorised to execute this *System Restart Service Contract* on behalf of **Australian Energy Market Operator Limited**

Date:

SIGNED by ## (##) as authorised representative for ##:

By executing this *System Restart Service Contract*, the signatory warrants that the signatory is duly authorised to execute this *System Restart Service Contract* on behalf of ##

Date:

Schedule 1 [Amendments to standard-form contract]

The following amendments to the standard-form contract apply in this *System Restart Service Contract* for the purpose of clause 3.7.36B of the *ESM Rules*:

Clause/Schedule	Amendment
N/A or ##	N/A or ##

Schedule 2 [Conditions Precedent]

No	Condition Precedent	Condition Precedent Satisfaction Date
1	The Service Provider must provide AEMO's Operational Representative with the following SCADA indicators associated with the Service Equipment required by AEMO (acting reasonably) for the purposes of this <i>System Restart Service Contract</i> : ##	##
2	The Service Provider must provide AEMO's Operational Representative with evidence that it can provide remote control of the Service Equipment to AEMO during a Service Event with respect to the following matters: ##	##
3	The Service Provider must provide AEMO's Operational Representative with evidence that it has obtained environmental approval (with respect to relevant air pollution restrictions) for extended operation of the Service Equipment at reduced load levels during a Service Test or a Service Event.	##
4	The Service Provider must provide AEMO's Operational Representative with: - evidence that it has installed an Emergency Communication System that is reasonably acceptable to AEMO; - relevant contact details for the purpose of communication between AEMO and the Service Provider during a Service Event.	##
5	The Service Provider must submit a proposed Service Test Plan to AEMO's Operational Representative that addresses all matters specified in Schedule 5 [Service Test] and is reasonably acceptable to AEMO.	##
6	The Service Provider must: - complete a Service Test; and - submit a proposed Service Test Report to AEMO's Operational Representative that addresses all matters specified in Schedule 5 [Service Test], is reasonably acceptable to AEMO, and indicates that the Service was Available on the Service Test <i>Trading Day</i>.	N/A or ## ¹

¹ **Drafting note:** The Service Test Condition Precedent will be only "N/A" if the Service Provider has completed a successful Service Test within the previous 6 months (as at the date when AEMO and the Service Provider execute this *System Restart Service Contract*) under another *System Restart Service Contract* with respect to the same Service Equipment.

Schedule 3 [Capital Works]

The Service Provider must complete the following Capital Works activities:

Description	Proposed Time Schedule
##	##

The indicative Capital Works cost is \$##.

Schedule 4 [Service]

Item 1: Service type

- ☐ Non-TTHL Service
☐ TTHL Service

Item 2: Service Equipment²

Registered Facility	
Major components	
Other components	

Item 3: Delivery Point

Delivery Point	##
-----------------------	----

Item 4: Contract Performance Levels

Performance Requirement	Contract Performance Level
Time for Service Equipment to be ready to commence sending out electricity to the Delivery Point after AEMO notifies the Service Provider's Operational Representative that a Service Event has occurred.	## minutes
The capability of the Service Equipment to export electricity to the Delivery Point (Contract Electricity Export Capability Quantity).	## MW
Time to reach the Contract Electricity Export Capability Quantity once ready to commence sending out (i.e. ramping time).	## minutes
Size of block load of electricity that can be supported by the Service Equipment while maintaining frequency and voltage within relevant limits specified in the <i>ESM Rules</i> or the <i>Technical Rules</i> (as applicable).	## MW
Size of block load of electricity associated with any generating auxiliary motor and mechanical load that can be supported by the Service Equipment while maintaining frequency and voltage within relevant limits specified in the <i>ESM Rules</i> or the <i>Technical Rules</i> (as applicable).	## MW

² **Drafting note:** All Service Equipment components should be listed, including communications equipment used by the Service Provider in the restart and delivery process.

Item 5: Contract Reliability Requirement

The Contract Reliability Requirement for each Relevant Period is **95%**.

The following formula is applied to determine whether the Contract Reliability Requirement is satisfied for each Relevant Period:

$$\frac{A}{(B-C)} \times 100 \text{ (expressed as a percentage)}$$

where:

- (a) **A** is the number of *Trading Intervals* in which the Service is:
 - (i) Available; or
 - (ii) Unavailable under clause 5.3 due to a *Planned Outage*;
- (b) **B** is the total number of *Trading Intervals* in the Relevant Period; and
- (c) **C** is the total number of *Trading Intervals* in the Relevant Period in which the Service was Unavailable due to an Uncontrollable Circumstance or an act or omission of *AEMO*.

Item 6: Contract Technical Requirements

Non-TTHL Service and TTHL Service

(a)	The minimum period to operate the Service Equipment at zero export load and remain in stable operation is ## minutes.
(b)	The period to close the Service Equipment's circuit breaker(s) onto a de-energised bus without energy being supplied to it from other generating units is ## minutes.
(c)	The Service Equipment is capable of operating in both isochronous control mode and droop governor control mode.
(d)	The Service Equipment's active power must vary in response to frequency deviations in accordance with a governor droop setting of ##% when operating in droop governor control mode.
(e)	The Service Equipment's control systems are capable of setting generator output quantities at fixed MW values and regulating the generator terminal voltage to its voltage setpoint.
(f)	The steady state voltage at the Delivery Point (or another location approved by AEMO) must be controllable within ##% of the nominal voltage.
(g)	The Service Equipment must be capable of energising a 330kV line section and 330/132kV bus-tie transformer if it is connected to the SWIS at 330kV.
(h)	The Service Equipment can absorb reactive power while operating within the stable under excitation area of the generator's capability curve as follows: • ## MVar at ## MW
(i)	The Service Equipment (when used to provide the Service) must be able to operate in a stable manner and in accordance with Good Electricity Industry Practice while the <i>Network Operator</i> carries out <i>Network</i> switching (including line energisation, transformer energisation and inrush, and load pickup).

Non-TTHL Service only

(a)	The minimum period to operate the Service Equipment at low export load (<10 MW) and remain in stable operation is ### minutes.
(b)	There must be sufficient on-site or local uninterruptible fuel reserves to enable each generating unit associated with a Non-TTHL Service to operate at nominal power for a minimum period of ### hours.
(c)	The minimum allowable sequential black starts is ### times.

Item 7: Service Process**Non-TTHL Service**

- (d) AEMO will notify the Service Provider's Operational Representative that a Service Event has occurred.
- (e) The Service Provider (when notified) must initiate the Service Equipment to prepare to commence sending out energy to the Delivery Point.
- (f) AEMO (by notice to the Service Provider's Operational Representative or by using the Emergency Communication System) will require the Service Provider to energise the Delivery Point.
- (g) The Service Provider (when notified) must provide the Service.
- (h) AEMO (by notice to the Service Provider's Operational Representative or by using the Emergency Communication System) will notify the Service Provider's Operational Representative when the Service is no longer required to be provided.

TTHL Service

- (a) If a trip condition occurs, the Service Equipment automatically trips to house load (no notification is required for this to occur).
- (b) AEMO (by notice to the Service Provider's Operational Representative or by using the Emergency Communication System).
- (c) The Service Provider (when notified) must provide the Service.
- (d) AEMO (by notice to the Service Provider's Operational Representative or by using the Emergency Communication System) will notify the Service Provider's Operational Representative when the Service is no longer required to be provided.

Item 8: System Restart Service Payment

- (a) Capital Works Payment

The Capital Works Payment payable to the Service Provider for each Settlement Period is:

$$\sum_{t \in SP} \text{Capital Works Payment}$$

where:

- (i) $t \in SP$ denotes all *Trading Intervals* t in Settlement Period SP ; and
- (ii) Capital Works Payment is the \$### per *Trading Interval* indicative Capital Works cost in Schedule 3 [Capital Works] divided by the number of *Trading Intervals* between:
 - (A) 8:00 am on the earliest *Trading Day* specified for the Commencement Date in the Contract Details; and
 - (B) 8:00 am on the *Trading Day* specified for the End Date in the Contract Details.

(b) Availability Payment

The Availability Payment payable to the Service Provider for each Settlement Period is:

$$\sum_{t \in SP} \text{Availability Payment} \times \text{PaymentEligibleFlag}(t)$$

where:

- (i) $t \in SP$ denotes all *Trading Intervals* t in Settlement Period SP ;
- (ii) Availability Payment is \$## per *Trading Interval*; and
- (iii) $\text{PaymentEligibleFlag}(t)$ is:
 - (A) 1 if the Service is Available in *Trading Interval* t ;
 - (B) 1 if the Service is Unavailable in *Trading Interval* t due to an Uncontrollable Circumstance or an act or omission of AEMO;
 - (C) 1 if the Service is Unavailable in *Trading Interval* t in accordance with clause 5.3 due to a *Planned Outage* and not due to a *Forced Outage*; or
 - (D) otherwise 0.

(c) Usage Payment

- The Usage Payment payable to the Service Provider for each system shut down or major supply disruption is \$##.
- A maximum of one Usage Payment is payable in respect of any *Trading Day*.
- AEMO must allocate each Usage Payment proportionately to each *Trading Interval* in the relevant Settlement Period.

(d) Service Test Payment

- A Service Test Payment of \$## is payable for each successful Service Test (excluding a Service Test completed for the purpose of the Service Test Condition Precedent) that is completed in accordance with clause 6.
- AEMO must allocate each Service Test Payment proportionately to each *Trading Interval* in the relevant Settlement Period.

Schedule 5 [Service Test]

A Service Test Plan and a Service Test Report must address the following matters:

Item	Assessment	Capability	Test	Evidence
1	Isolate Service Equipment	Service Equipment to operate as an electrical island for the duration of Service Test (excluding item 7).	Service Equipment to be electrically isolated from all sources of supply not associated with the Service Equipment	Documentation showing all the isolation points at 0 V by measurement. This includes alternating current supplies to battery chargers etc.
2A	Trip to house load (for TTHL Service only)	Trip to house load from at least 80% of its maximum sent out capacity (as specified in Standing Data for the relevant <i>Registered Facility</i> forming part of the Service Equipment).	Demonstrate trip operation of trip to house load relay to disconnect Service Equipment from power system. Service Equipment to then remain operational at house load.	Provide data output trends of Service Equipment. This includes (at a minimum) continuous recordings of MW, MVar, voltage (RMS), current (RMS), and frequency over the course of the Service Test.
2B	Start (for Non-TTHL Service only)	Start without external supply.	Start using same process as would be used for a system restart.	Provide data showing output trends of Service Equipment. This includes (at a minimum) continuous recordings of MW, MVar, voltage (RMS), current (RMS), and frequency over the duration of the Service Test. It also includes (during transients that occur during the Service Test) three-phase instantaneous waveforms for voltage and current at unit terminals and other locations specified by <i>AEMO</i> .
3	Zero export	Operate in a stable manner at zero export load.	Run at zero export load for at least 30 minutes.	Frequency and voltage trends (or other equivalent trends) to demonstrate that the Service Equipment operated in a stable manner at zero export load for at least 30 minutes.

4	Voltage control	Control Service Equipment voltage.	Change Service Equipment voltage by 5% above and below nominal output voltage and hold each change for 5 minutes (measured at generator terminals or other agreed point). Can be done concurrently with item 3.	Provide output voltage trend for the duration of the Service Test.
5	Frequency control	Control Service Equipment frequency.	Change Service Equipment output frequency by 0.5 Hz above and below 50 Hz and hold each change for 5 minutes (measured at generator terminals or other agreed point) or supply house loads or station auxiliaries with the Service Equipment on isochronous mode. Can be done concurrently with item 3.	Provide output frequency trend for the duration of the Service Test.
6	Frequency control mode change	Mode change.	Change Service Equipment from isochronous mode to droop mode.	Provide output frequency and MW trend for the duration of the Service Test.
7	Transformer energisation	Energise transformers up to Delivery Point.	Energise the transformer using the same process as would be used for a system restart.	Provide RMS voltage and current traces for the duration of the Service Test, and high-speed voltage and current waveform data for transient events such as transformer energisation (from pre-disturbance to return to steady-state).
8	Energise de-energised busbar	Close onto a de-energised busbar.	Service Equipment to close onto a de-energised busbar (or other de-energised electrical equipment approved by AEMO).	Provide RMS voltage and current traces for the duration of the test, and high-speed voltage and current waveform data for transient events such as busbar energisation (from pre-disturbance to return to steady-state).
9	Timeframes	Provide Service in specified timeframe.	Timeframes demonstrate ability to provide Service in accordance with Contract Performance Levels and the Contract Technical Requirements.	Record relevant times over the duration of the Service Test. Generally: Start of the test (item 2 start)

				• Time at stable operation, energised and at synchronous speed/available (item 2 end), and ready to energise a de-energised busbar. • Time commenced loading for capability test (item 8 start). Only where applicable for a restoration support service. • Time at contracted capability (item 8 end).
10	Maintenance – diesel generator (if part of Service Equipment)	Start up and operate for minimum period.	Periodic operation of diesel generator independent of a Service Test (monthly unless otherwise agreed), with evidence to be provided with Service Test Report.	Most recent maintenance records and maintenance plan for diesel generator.
11	Emergency Communication System	Contact Service Provider using Emergency Communication System.	AEMO to contact the Service Provider using the Emergency Communication System contact details.	Confirm connectivity and emergency communication to SRS facility operational point of contact. Record pass/fail.
12	Other	Any other matter specified by AEMO (acting reasonably).	Any other matter specified by AEMO (acting reasonably).	Any other matter specified by AEMO (acting reasonably).