

24 July 2020

Chris Ryan
Executive, Enterprise
Energy Australia

Dear Chris

Staff Member Assignment - Working with the AEMC on workstreams for the Energy Security Board

As you know, the Energy Security Board (**ESB**) has been established by the COAG Energy Council in August 2017 for the purposes of advising the COAG Energy Council on a range of matters relating to security and reliability of the National Electricity Market.

The Australian Energy Market Commission (AEMC) will assist the ESB to deliver its p2025 project (the **Project Work**) by providing resources to support the ESB in carrying out the Project Work.

Thank you for providing a staff member from your organisation to support the Project Work.

In this regard I am writing to confirm the arrangements for Energy Australia (the "**Organisation**") to assist by providing staff to perform the Project Work. A copy of the work plan will be provided to you separately.

Also, the Organisation agrees to the following arrangements in that regard and to requiring each nominated Staff Member to comply with the arrangements below.

Could you confirm your agreement of these arrangements by signing the attached copy of this letter.

Arrangements

- 1 This agreement is for [REDACTED] (the "**Staff Member**") of Energy Australia to be seconded to the Australian Energy Market Commission.
- 2 The staff member will be provided by the Organisation to perform duties in connection with the ESB p2025 project in relation to the RAMs workstream by coordinating work across the market bodies, providing advice to the Chair of the ESB on the workstream, coordinating engagement with stakeholders, assisting and leading the drafting of relevant documents, and assist the p2025 project director to ensure the workstream is integrated into the broader project (the "**Assignment**"). During the Assignment, the Staff Member will perform such duties as required by the ESB, under the direction of Matt Garbutt from the ESB. The duties will be carried out within the process and timeframes identified in the work plan.
- 3 The staff member will be available to carry out the Assignment from 6 August 2020 to 31 December 2020, 4 days per week ("**Assignment Period**") subject to early termination. Any extension to the Assignment Period will be confirmed in writing as soon as possible.

- 4 During the Assignment Period, each staff member will perform such duties as required by Matt Garbutt of the ESB (or nominee). Each staff member will report to and be subject to Matt Garbutt's direction (or his nominee) in relation to the Project Work. The Organisation will not direct staff members in the performance of the Project Work during the Assignment Period.
- 5 The Organisation must take all reasonable steps to ensure that each Staff Member:
 - (a) complies with the directions of the ESB (or their nominee);
 - (b) will not take any step which adversely affects their ability to perform the Project Work; and
 - (c) will devote the whole of each Staff Member's time, attention and skill during normal working hours, and at other times as reasonably necessary to the Project Work.
- 6 During the Assignment Period, each Staff Member's place of work will be as agreed between the Organisation and the AEMC. Each Staff Member may be required to work in other locations from time to time, and may also be required to undertake reasonable travel interstate for the purposes of undertaking the Project Work.
- 7 Each Staff Member will work the hours/days set out in the Schedule, plus such reasonable additional hours as are required to discharge each Staff Member's duties in relation to the Project Work.
- 8 Each Staff Member must submit any claims for reasonable business expenses incurred in relation to the Project Work to the ESB. Reimbursement of those expenses shall be at the discretion of, and arranged by, the Chair or Deputy Chair of the ESB (or their nominee). Travel and accommodation required in order for each Staff Member to carry out the Project Work will be arranged by persons nominated by the AEMC.
- 9 Each Staff Member may, while undertaking the Project Work:
 - (a) attend in-house seminars and social events conducted by the Organisation; and
 - (b) receive internal correspondence and publications from the Organisation for the purpose of keeping up to date with developments.
- 10 During the Assignment each Staff Member must continue to comply with the Organisation's policies and procedures as far as they apply, and each Staff Member's conduct at work during the Assignment must also comply with any policies and procedures applicable to the location at which the Staff Member is working from time to time.

Nature of Relationship

- 11 During the Assignment Period each Staff Member will remain and continue to be employed by the Organisation and the Organisation will continue to be responsible for all remuneration and other benefits to be provided to each Staff Member.

- 12 The Organisation will also maintain all appropriate and required insurance policies in respect of each Staff Member's employment during the Assignment (including, but not limited to, workers compensation insurance) and provide copies of the certificates of insurance, or other such evidence of insurance on request.
- 13 The AEMC will not be liable for any act, omission, negligence or default by each Staff Member in connection with or in relation to the Assignment, including any liability by way of negligence or arising from any duty of care which may exist, whether by way of contract or otherwise. Each Staff Member and/or the Organisation will not make any claim against the AEMC based on any act or omission by each Staff Member when undertaking work of any nature during the Assignment Period. The Organisation and each Staff Member will indemnify (and keep indemnified) the AEMC in respect of any claim or liability made by or to any third party against any such member in relation to the Assignment and the Project Work on a full indemnity basis.
- 14 If the Organisation or the AEMC perceive any actual or potential conflict of interest arising out of the work to be done by each Staff Member during the Assignment, the Chair of the ESB and the Organisation will consult with each other and, if required by the Chair of the ESB, or the Organisation, that Staff Member will be excluded from such work or steps will be taken to eliminate the conflict.

Funding arrangements

- 15 The funding arrangements for the Assignment will be administered and managed by the Australian Energy Market Commission (the **AEMC**).
- 16 At the end of each month, the Organisation will provide a tax invoice to the AEMC in respect of the salary, superannuation, payroll tax and workers compensation costs set out in the Schedule in respect of the Staff Members for the days worked by each Staff Member for the preceding calendar month. If reasonably requested, the Organisation must provide the AEMC with access to all relevant records for the purpose of verifying the amounts claimed by the Organisation.
- 17 Where a Staff Member's Assignment ends prior to the end of the Assignment Period, the Organisation will not receive any payment or funding after the date on which the Assignment ends and the Organisation shall be required to repay to the AEMC any funding that has been paid to it for and in respect of the period between when the Assignment ends and the end of the Assignment Period.

Leave

- 18 During the Assignment Period each Staff Member will be entitled to annual leave, personal/carers leave, compassionate leave, parental leave, and long service leave in accordance with legislative requirements. Each Staff Member must notify Kathryn Olsen of the ESB as soon as possible of a request to take any annual leave, personal/carers leave, compassionate leave, parental leave or long service leave and, where approval is required to take such leave, the Chair or Deputy Chair of the ESB (or their nominee) shall have the authority to approve (or not) that leave.

Use of Information

- 19 Each Staff Member may be exposed, or gain access, to Confidential Information during the course of the Assignment and the Project Work.

- 20 Each Staff Member must at all times during, and after, the Assignment keep all Confidential Information secret and confidential and must not use or disclose any Confidential Information (including to the Organisation) except:
- (a) as reasonably required in the ordinary and proper course of the Assignment and the performance of the Project Work;
 - (b) if the Staff Member is required by law to disclose the Confidential Information; or
 - (c) if the Staff Member has obtained the prior written consent of the owner of the Confidential Information to disclose that Confidential Information.
- 21 The Organisation must not, without the prior consent of the Chair or Deputy Chair of the ESB (or their nominee), require each Staff Member to disclose (to the Organisation or any other person) any Confidential Information obtained or gained during the Assignment Period.
- 22 Each Staff Member must take all reasonable and necessary precautions to maintain the confidentiality, and prevent the use and disclosure, of any Confidential Information. Each Staff Member must only use and reproduce the Confidential Information for the purposes of the Project Work or for a purpose to which the Chair or Deputy Chair of the ESB has given their prior written consent.
- 23 At the end of the Assignment, each Staff Member must promptly destroy and erase all forms of Confidential Information that is being stored by each Staff Member, electronically or otherwise, which is not stored on the systems used during the Assignment, including any document, computer disc, tape or other media created or generated by or for each Staff Member.
- 24 For the purposes of the Assignment, “**Confidential Information**” means any information about the Project Work or any other entity (other than the Organisation) that is confidential in nature, designated by any entity as confidential or is reasonably apparent to the relevant Staff Member is confidential, and which is not in the public domain (other than as the result of a breach of confidentiality). Confidential Information includes, but is not limited to, whether in electronic or other form, any document, record, computer file, customer information, product or service information (including prices and commissions), know how, process, trade secret, design, technique, marketing, sales and financial information. This includes confidential information that has been provided to each Staff Member by or on behalf of the Chair of the ESB or any other person or entity, or which is created or generated by each Staff Member in the course of the Assignment or the performance of the Project Work.
- 25 Each Staff Member’s obligations under this clause survive the Assignment Period.

Use of computer and IT equipment

- 26 Use of email, computer, telephone and the internet is to be work related and within the course of each Staff Member’s usual activities and responsibilities during the Assignment. Email, telephones and computers are the property of the entity providing that equipment to each Staff Member. Each Staff Member must ensure that any personal use of any computer, email, telephone and internet facilities provided by any

other entity in connection with the Project Work does not interfere with each Staff Member's duties or the performance of the Project Work.

Privacy

- 27 Each Staff Member consents to the members of the ESB and other entities collecting and using personal information and sensitive personal information as defined in the *Privacy Act 1988* (Cth) for any purpose relating to each Staff Member's Assignment. Each Staff Member also consents to the disclosure of personal information and sensitive personal information about each Staff Member to other persons for reasons relating to each Staff Member's Assignment. These persons include (but are not limited to) the Australian Tax Office, superannuation fund trustees and administrators, insurers, financial and legal advisers, and law enforcement bodies.

Work Health & Safety

- 28 Each Staff Member is required to take all reasonable steps to ensure their own health and safety and to ensure that their conduct does not pose a risk to the health and safety of any other persons with whom each Staff Member interact in the course of the Assignment. At all times, regardless of the location and working environment, each Staff Member is required to comply with any applicable policies and procedures relevant to health and safety and must follow all reasonable directions in relation to health and safety.
- 29 Each Staff Member must ensure that they are familiar with the health and safety rules and procedures applying at the places at which they work and must comply with these rules and procedures at all times.
- 30 The Organisation agrees that it will do everything reasonably required in relation to ensuring the health and safety of each Staff Member. This may include consulting, cooperating and coordinating activities of Staff Members with the ESB and/or the provision of information regarding health and safety incidents, hazards and risks arising from the work of each Staff Member to the ESB.

Termination of Assignment

- 31 The Assignment will automatically terminate if a Staff Member's employment with the Organisation terminates for any reason.
- 32 The Assignment may be terminated at any time by mutual agreement of the Organisation and the AEMC. Alternatively, the Organisation or the AEMC may terminate the Agreement by giving the other party at least two weeks' written notice.
- 33 If, for any performance or conduct reason, the AEMC decides to end the Assignment, it can do so on written notice to the Organisation and the Staff Member and the Assignment will terminate with effect from the date nominated in the notice.
- 34 At the expiry of the Assignment Period, or if the Assignment is terminated for any reason, then the relevant Staff Member must return all property belonging to any entity other than the Organisation to the relevant entity (including property leased by these organisations) including all documents, confidential information, phones, software, computers, credit cards, keys and vehicles.

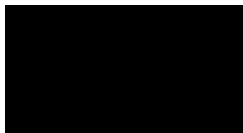
- 35 These arrangements will be governed by and construed in accordance with the law for the time being in force in New South Wales and both parties submit to the non-exclusive jurisdiction of the Courts of that State.
- 36 These arrangements may not be modified, varied or changed in any way subsequent to its execution, except in writing and signed by all parties.

Yours sincerely,



Gayee McGrath
Executive General Manager, People & Culture

I, Chris Ryan, of Energy Australia, agree to the terms and conditions of the hosting arrangements set out in this letter. I have the required authority to enter into these arrangements.



30 July 2020

(signature)

(date)

SCHEDULE 1 - STAFF MEMBERS

Name	Commencement Date	End Date	Rate	Days working
	6 August 2020	31 December 2020		4 days per week

Chris Ryan
Energy Australia

By email: [REDACTED]

15 December 2020

Dear Chris,

Extension of Secondment Agreement for [REDACTED] to the Energy Security Board

Further to your discussions with Kerry Schott of the Energy Security Board (ESB), I confirm that the secondment agreement for your staff member [REDACTED], which commenced with the ESB on 6 August 2020 will be extended.

As such the agreement between Energy Australia and the AEMC dated 24 July 2020 will be varied as follows:

- in clause 3 the end date of the secondment period will be extended to 16 April 2021.

All other terms outlined in the secondment agreement and any changes subsequently agreed to, remain the same.

Please confirm your agreement to the terms of this letter by countersigning and returning a copy of this letter to Magda Budys, Senior Business Partner, by email at magda.budys@aemc.gov.au.

Yours sincerely

Gayee McGrath
Executive General Manager, People and Culture

Acceptance of terms and conditions

You agree to the variation of secondment arrangements and accept the terms and conditions of this letter.

Signed: [REDACTED]

Date: _____

Name: Chris Ryan, Energy Australia

24 July 2020

Ms Catherine Tanna
Managing Director
Energy Australia

Dear Catherine

Staff Member Assignment - Working with the AEMC on workstreams for the Energy Security Board

As you know, the Energy Security Board (**ESB**) has been established by the COAG Energy Council in August 2017 for the purposes of advising the COAG Energy Council on a range of matters relating to security and reliability of the National Electricity Market.

The Australian Energy Market Commission (AEMC) will assist the ESB to deliver its p2025 project (the **Project Work**) by providing resources to support the ESB in carrying out the Project Work.

Thank you for providing a staff member from your organisation to support the Project Work.

In this regard I am writing to confirm the arrangements for EnergyAustralia (the "**Organisation**") to assist by providing staff to perform the Project Work. A copy of the work plan will be provided to you separately.

Also, the Organisation agrees to the following arrangements in that regard and to requiring each nominated Staff Member to comply with the arrangements below.

Could you confirm your agreement of these arrangements by signing the attached copy of this letter.

Arrangements

- 1 This agreement is for [REDACTED] (the "**Staff Member**") of EnergyAustralia to be seconded to the Australian Energy Market Commission.
- 2 The staff member will be provided by the Organisation to perform duties in connection with the ESB p2025 project by providing advice, stakeholder engagement and industry engagement (the "**Assignment**"). During the Assignment, the Staff Member will perform such duties as required by the ESB, under the direction of Matt Garbutt from the ESB. The duties will be carried out within the process and timeframes identified in the work plan.
- 3 The staff member will be available to carry out the Assignment from 27 July 2020 to 31 December 2020, 1 day per fortnight, with flexibility to adjust as needed ("**Assignment Period**") subject to early termination. Any extension to the Assignment Period will be confirmed in writing as soon as possible.
- 4 During the Assignment Period, each staff member will perform such duties as required by Matt Garbutt of the ESB (or nominee). Each staff member will report to and be subject to Matt Garbutt's direction (or his nominee) in relation to the Project Work. The

Organisation will not direct staff members in the performance of the Project Work during the Assignment Period.

- 5 The Organisation must take all reasonable steps to ensure that each Staff Member:
 - (a) complies with the directions of the ESB (or their nominee);
 - (b) will not take any step which adversely affects their ability to perform the Project Work; and
 - (c) will devote the whole of each Staff Member's time, attention and skill during normal working hours, and at other times as reasonably necessary to the Project Work.
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Use of Information

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- (a) as reasonably required in the ordinary and proper course of the Assignment and the performance of the Project Work;
 - (b) if the Staff Member is required by law to disclose the Confidential Information; or
 - (c) if the Staff Member has obtained the prior written consent of the owner of the Confidential Information to disclose that Confidential Information.
- 21 The Organisation must not, without the prior consent of the Chair or Deputy Chair of the ESB (or their nominee), require each Staff Member to disclose (to the Organisation or any other person) any Confidential Information obtained or gained during the Assignment Period.
- 22 Each Staff Member must take all reasonable and necessary precautions to maintain the confidentiality, and prevent the use and disclosure, of any Confidential Information. Each Staff Member must only use and reproduce the Confidential Information for the purposes of the Project Work or for a purpose to which the Chair or Deputy Chair of the ESB has given their prior written consent.
- 23 At the end of the Assignment, each Staff Member must promptly destroy and erase all forms of Confidential Information that is being stored by each Staff Member, electronically or otherwise, which is not stored on the systems used during the Assignment, including any document, computer disc, tape or other media created or generated by or for each Staff Member.
- 24 For the purposes of the Assignment, “**Confidential Information**” means any information about the Project Work or any other entity (other than the Organisation) that is confidential in nature, designated by any entity as confidential or is reasonably apparent to the relevant Staff Member is confidential, and which is not in the public domain (other than as the result of a breach of confidentiality). Confidential Information includes, but is not limited to, whether in electronic or other form, any document, record, computer file, customer information, product or service information (including prices and commissions), know how, process, trade secret, design, technique, marketing, sales and financial information. This includes confidential information that has been provided to each Staff Member by or on behalf of the Chair of the ESB or any other person or entity, or which is created or generated by each Staff Member in the course of the Assignment or the performance of the Project Work.
- 25 Each Staff Member’s obligations under this clause survive the Assignment Period.

Use of computer and IT equipment

- 26 Use of email, computer, telephone and the internet is to be work related and within the course of each Staff Member’s usual activities and responsibilities during the Assignment. Email, telephones and computers are the property of the entity providing that equipment to each Staff Member. Each Staff Member must ensure that any personal use of any computer, email, telephone and internet facilities provided by any other entity in connection with the Project Work does not interfere with each Staff Member’s duties or the performance of the Project Work.

Privacy

- 27 Each Staff Member consents to the members of the ESB and other entities collecting and using personal information and sensitive personal information as defined in the *Privacy Act 1988* (Cth) for any purpose relating to each Staff Member's Assignment. Each Staff Member also consents to the disclosure of personal information and sensitive personal information about each Staff Member to other persons for reasons relating to each Staff Member's Assignment. These persons include (but are not limited to) the Australian Tax Office, superannuation fund trustees and administrators, insurers, financial and legal advisers, and law enforcement bodies.

Work Health & Safety

- 28 Each Staff Member is required to take all reasonable steps to ensure their own health and safety and to ensure that their conduct does not pose a risk to the health and safety of any other persons with whom each Staff Member interact in the course of the Assignment. At all times, regardless of the location and working environment, each Staff Member is required to comply with any applicable policies and procedures relevant to health and safety and must follow all reasonable directions in relation to health and safety.
- 29 Each Staff Member must ensure that they are familiar with the health and safety rules and procedures applying at the places at which they work and must comply with these rules and procedures at all times.
- 30 The Organisation agrees that it will do everything reasonably required in relation to ensuring the health and safety of each Staff Member. This may include consulting, cooperating and coordinating activities of Staff Members with the ESB and/or the provision of information regarding health and safety incidents, hazards and risks arising from the work of each Staff Member to the ESB.

Termination of Assignment

- 31 The Assignment will automatically terminate if a Staff Member's employment with the Organisation terminates for any reason.
- 32 The Assignment may be terminated at any time by mutual agreement of the Organisation and the AEMC. Alternatively, the Organisation or the AEMC may terminate the Agreement by giving the other party at least two weeks' written notice.
- 33 If, for any performance or conduct reason, the AEMC decides to end the Assignment, it can do so on written notice to the Organisation and the Staff Member and the Assignment will terminate with effect from the date nominated in the notice.
- 34 At the expiry of the Assignment Period, or if the Assignment is terminated for any reason, then the relevant Staff Member must return all property belonging to any entity other than the Organisation to the relevant entity (including property leased by these organisations) including all documents, confidential information, phones, software, computers, credit cards, keys and vehicles.
- 35 These arrangements will be governed by and construed in accordance with the law for the time being in force in New South Wales and both parties submit to the non-exclusive jurisdiction of the Courts of that State.

36 These arrangements may not be modified, varied or changed in any way subsequent to its execution, except in writing and signed by all parties.

Yours sincerely,



Gayee McGrath
Executive General Manager, People & Culture

I, Jodie Haydon, Head of People and Culture of EnergyAustralia agree to the terms and conditions of the hosting arrangements set out in this letter. I have the required authority to enter into these arrangements.



(signature)

5/8/2020

(date)

SCHEDULE 1 - STAFF MEMBERS

Name	Commencement Date	End Date	Rate	Days working
██████████	27 July 2020	31 December 2020	██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████	1 day per fortnight with flexibility to adjust as needed

Catherine Tanna
Energy Australia

By email: [REDACTED]

18 December 2020

Dear Catherine,

Extension of Secondment Agreement for [REDACTED] to the Energy Security Board

Further to your discussions with Kerry Schott of the Energy Security Board (ESB), I confirm that the secondment agreement for your staff member [REDACTED], which commenced with the ESB on 27 July 2020 will be extended.

As such the agreement between Energy Australia and the AEMC dated 24 July 2020 will be varied as follows:

- in clause 3 the end date of the secondment period will be extended to 16 April 2021.

All other terms outlined in the secondment agreement and any changes subsequently agreed to, remain the same.

Please confirm your agreement to the terms of this letter by countersigning and returning a copy of this letter to Magda Budys, Senior Business Partner, by email at magda.budys@aemc.gov.au.

Yours sincerely

Gayee McGrath
Executive General Manager, People and Culture

Acceptance of terms and conditions

You agree to the variation of secondment arrangements and accept the terms and conditions of this letter.

Signed: _____

[REDACTED]

Date: 11 January 2021

Name: Catherine Tanna, Energy Australia

Catherine Tanna
Energy Australia

By email: [REDACTED]

12 April 2021

Dear Catherine,

Extension of Secondment Agreement for [REDACTED] to the Energy Security Board

Further to your discussions with Kerry Schott of the Energy Security Board (ESB), I confirm that the secondment agreement for your staff member [REDACTED], which commenced with the ESB on 27 July 2020 will be further extended from 16 April 2021 to 30 June 2021.

As such the agreement between Energy Australia and the AEMC dated 24 July 2020 will be varied as follows:

- in clause 3 the end date of the secondment period will be extended to 30 June 2021.

All other terms outlined in the secondment agreement and any changes subsequently agreed to, remain the same.

Please confirm your agreement to the terms of this letter by countersigning and returning a copy of this letter to Magda Budys, Senior Business Partner, by email at magda.budys@aemc.gov.au.

Yours sincerely

Gayee McGrath
Executive General Manager, People and Culture

Acceptance of terms and conditions

You agree to the variation of secondment arrangements and accept the terms and conditions of this letter.

Signed: [REDACTED]

Date: 14th April 2021

Name: Catherine Tanna, Energy Australia

13 August 2020

AEMC

Gayee McGrath

Executive General Manager, People & Culture

Level 15, 60 Castlereagh Street

Sydney NSW 2000

Dear Gayee,

Secondment agreement

This letter records the terms on which Infigen Energy Services Pty Limited ("**Infigen**") will make available the services of [REDACTED] ("**Secondee**") on a secondment basis to the Australian Energy Market Commission ("**AEMC**").

1. Duration

Infigen agrees to provide the services of the Secondee to the AEMC commencing in August 2020 on a date to be mutually agreed to 31 December 2020 (the "**Secondment Period**") (subject to earlier termination under clause 4 below).

2. Services

- (a) During the Secondment Period, Infigen will second the Secondee to AEMC so that he will be available to the AEMC to:
 - (i). assist the Energy Security Board ("ESB") with the p2025 project relating to work on the ESS and ahead market workstreams but only to the extent that the Secondee will provide such assistance as part of a team and not as an adviser;
 - (ii). a copy of the relevant work plan will be provided to the Secondee.(collectively, the "**Secondment Services**").
- (b) The Secondee will have the title of Senior Energy Market Advisor, for the duration of the Secondment Period.
- (c) The Secondment Services will be performed by the Secondee on a part-time basis, 2 days per week. However, there is flexibility to increase this by mutual agreement, or decrease at the AEMC's discretion.

- (d) During the Secondment Period, the Secondee will report to Matt Garbutt, Project Director, Post-2025 market design project, and such other person or persons as the AEMC may reasonably require.
- (e) If the Secondee's employment with Infigen is terminated for any reason whatsoever (including if the Secondee resigns), Infigen will be relieved of its obligation to provide the services of the Secondee to AEMC under the terms of this agreement.
- (f) Infigen will charge the AEMC [REDACTED] for the provision of the Secondment Services. At the end of each month Infigen will submit an invoice to the AEMC for each day worked by the Secondee in the preceding calendar month in the performance of the Secondment Services.
- (g) Reasonable business expenses incurred in relation to the Secondment Services will be reimbursed at the discretion of, and arranged by, the Chair or Deputy Chair of the ESB (or their nominee). Any approved travel and accommodation expenses will be arranged by persons nominated by the AEMC.

3. The Secondee's employment

- (a) During the Secondment Period, the Secondee will at all times remain an employee of Infigen and his salary and all other usual employment costs will continue to be paid by Infigen. The Secondee will not be, nor will he be deemed to be, an employee of the AEMC. The Secondee will not be entitled to any benefits or entitlements from the AEMC under any circumstances.
- (b) The AEMC must not purport to terminate the employment of the Secondee or otherwise take any disciplinary action in respect of him. The AEMC will raise any issues of concern regarding the conduct or the performance of the Secondee with Infigen and consult with Infigen regarding any action to be taken in respect of him.
- (c) To the extent the AEMC wants the Secondee to operate in accordance with certain policies and procedures, the AEMC will advise Infigen and Infigen will instruct the Secondee as to the applicability of those policies and procedures. Infigen must notify the AEMC as soon as practicable of such instruction.

4. Termination

This agreement may be terminated by either party:

- (a) providing the other party with 5 days' written notice;
- (b) immediately where the other party has breached a material term of this agreement and has not remedied this breach within 14 days of being required to do so by the non-defaulting party.

5. Provision of information to Infigen

The AEMC must reasonably comply with any request for information from Infigen as to the conduct and performance of, and subject to clause 6 any other information concerning the Secondee for the purpose of Infigen carrying out his performance appraisal.

6. Intellectual property and confidential information

- (a) Infigen acknowledges and agrees that all Intellectual Property Rights in reports, notes, data, conclusions, documents, inventions, materials and other work product developed, conceived, created or contributed to by the Secondee through the performance of the Secondment Services will be the property of the AEMC and will take all action reasonably required by the AEMC to give effect to this clause.

- (b) Infigen acknowledges that the Seconded may have access to information in the course of performing the Secondment Services which is confidential to the AEMC. Infigen will not direct or cause the Seconded to use this information for the benefit of Infigen or any other person (apart from AEMC).
- (c) AEMC acknowledges that as a result of his employment with Infigen, the Seconded has knowledge of information which is confidential to Infigen. AEMC will not direct or cause the Seconded to use this information for the benefit of AEMC or any other person (apart from AEMC).
- (d) Infigen will direct the Seconded to take all reasonable and necessary precautions to maintain the confidentiality, and prevent the use and disclosure, of any Intellectual Property Rights and the Seconded must only use and reproduce Intellectual Property Rights for the purposes of the Secondment Services or for a purpose to which the Chair or Deputy Chair of the ESB has given their prior written consent.

In this clause, “**Intellectual Property Rights**” includes all rights in relation to patents, copyright, registered designs, registered and unregistered trade marks, trade secrets, know-how and confidential information, all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967 including without limitation any right to register those rights, whether created before or after the date of this agreement, whether existing in Australia or any other country, and in all cases for the duration of those rights.

7. Work health and safety

- (a) The AEMC must provide a safe place of work for the Seconded and must otherwise comply with all relevant work health and safety legislation in respect of the Seconded during the Secondment Period.
- (b) Infigen will direct the Seconded that at all times he is required to comply with any applicable policies and procedures of the AEMC relevant to health and safety and must follow all reasonable directions in relation to health and safety.
- (c) Infigen will comply with any reasonable request of the AEMC in relation to ensuring the health and safety of the Seconded including the provision of information regarding health and safety incidents, hazards and risks arising from the work of each Seconded to the ESB.

8. Use of computer and IT equipment

Email, telephones and computers are the property of the party providing that equipment to the Seconded. Use of email, computer, telephone and internet is to be work related and within the course of the usual activities and responsibilities to perform the Secondment Services. Where the Seconded is using Infigen IT equipment to perform the Secondment Services, the Seconded will ensure that appropriate steps are taken to prevent confidential information from being stored or shared across Infigen’s network.

9. Liability & indemnity

As the Seconded will be working under AEMC direction and control, and in his seconded capacity will not be acting as agent of Infigen, AEMC agrees that Infigen will not be liable in any way whatsoever for any act, or omission, of the Seconded in or in connection with the performance of the Secondment Services, except where such act or omission of the Seconded was at the direction of, or caused or contributed to by, Infigen.

10. General

- (a) This agreement is governed by the law of New South Wales.

- (b) This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements, understandings, representations and negotiations regarding this subject matter are of no effect.
- (c) This agreement may only be varied in writing signed by both parties.
- (d) Any notice required to be given under this agreement should be directed to the GM, People & Culture of the other party.

11. Conflict of Interest

If Infigen or the AEMC perceive any actual or potential conflict of interest arising out of the work to be done by the Seconded during the Secondment Period, the AEMC and Infigen will consult with each other and, if required by the AEMC, or Infigen, the Seconded will be excluded from such work or steps will be taken to eliminate the conflict.

Please indicate your acceptance of these terms by signing where indicated below.

Yours faithfully



Edward Arena

GM People & Culture

AEMC accepts the offer outlined above pursuant to which Infigen will provide the services of the Seconded on a secondment basis to the AEMC.

Signed: _____



Dated: _____

17 August 2020



Request for Expenditure – Consultant/Contractor Engagement

Date of application: 12 August 2019

Project Number: n/a Purchase Order No:

Project Name: Secondment to ESB

Consultant Name: Deloitte Financial Advisory Pty Ltd

(Department : Cost Centre : Account)

Expenditure: Professional Fees: [REDACTED] excl GST : :

Expenses: [REDACTED] excl GST : :

Total: [REDACTED] excl GST

Previous Approval: Professional Fees: \$ excl GST : :

Purchase Order Expenses: \$ excl GST : :

Total Approved Expenditure: Total: [REDACTED] excl GST

Cost Allocation:

Nominate whether you are using a Consultant or a Contractor:

☐ Consultant – A "Consultant" is an organisation or person engaged to provide independent written advice using their own skill and judgment.

☒ Contractor – A "Contractor" is usually a person or an organisation generally working under the direction of the AEMC on delivering services or products, training or legal drafting.

Is this amount included in an approved project budget? ☐ Yes / ☐ No

If not part of an already approved project budget and the amount is more than \$30k, the Finance Manager is to confirm (either sign the below or by email) that the funds are available so as to help the AEMC manage its Professional fee budget:

☐ Funds available. Finance: Date: / /

Timing of Expenditure:

If expenditure crosses an end of financial year, use Jul onwards to record continued timing.

Jul	Aug	Sep	Oct	Nov	Dec
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Jan	Feb	Mar	Apr	May	Jun

Comments:

This work is being done at the request of the Chair of the ESB. It is to inform two Finkel panel recommendations that are to be addressed by the ESB. ESB is providing the funds for this project

Requested by:

Name: Jack Schmidtke
Position: Acting General Counsel

Approved by:

Name: Dr Kerry Schott AO / Anne Pearson
Position: Chair ESB Chief Executive

Signed:

Signed:

Kerry Schott 12.8.19

Checklist:

Project Leader Complete and Attach:

- ☐ Consultant Engagement Checklist – Signed
- ☐ Letter and "Request for Proposal of Services"
- ☐ Consultant Final Proposal
- ☒ "Request for Expenditure – Consultant Engagement"
- ☐ Commission Briefing Note and Minute of Decision
- ☐ Supporting documents

Procurement Officer (HR & BM)

- ☐ Purchase Order
- ☐ Engagement Letter/Contract
- ☐ Contract entered in Contract Register

Forward documents to Procurement Officer.

9 August 2019

Dr Kerry Schott
Energy Security Board
C/O Australian Energy Market Commission
Level 6, 201 Elizabeth Street
Sydney, New South Wales
2000

Dear Dr Kerry Schott

Secondment to the Energy Security Board

We are pleased to set out the terms on which we propose to second [REDACTED] to the Energy Security Board (ESB) through the Australian Energy Market Commission for the purpose of supporting the ESB to represent its interests in the Steering Committee on the Review of the Rules (Secondment).

This letter and our standard terms and conditions of secondment (Terms) which are enclosed with this letter set out the basis on which we will provide [REDACTED] to you.

Secondment arrangements

The Secondment starts on 9 August 2019 and ends on 9 December 2019 unless terminated by either of us in accordance with this agreement (Secondment Term).

[REDACTED] will be available, during the Secondment Term, to attend at your premises at Level 6, 201 Elizabeth Street, Sydney (Premises) or at other locations as you tell us from time to time. If you require [REDACTED] to attend anywhere other than the Premises, you may need to pay appropriate travel expenses.

The ESB (with cooperation from the AEMC) has commenced a review of the National Electricity Rules (Review of the Rules project or project). As part of the project, the ESB has established a Steering Committee that will guide the Review of the Rules project (Steering Committee). The Steering Committee is comprised of representatives of the ESB, the AEMC and the Australian Energy Regulator. The Steering Committee will also work with the ESB appointed legal and economic/technical consultants retained to advise on the Review of the Rules project.

[REDACTED] duties will be agreed between you and [REDACTED]. However, we anticipate that [REDACTED] duties will include:

- Reviewing materials relevant to the Steering Committee's considerations, including briefing papers prepared by Steering Committee members and consultant reports prepared for the purposes of the Review of the Rules project, and consulting with members of the ESB on that material
- Taking direction from the Chair of the ESB on the views and positions to communicate at Steering Committee meetings
- Attending Steering Committee meetings on behalf of the ESB
- Communicating the views and positions of the ESB in the Steering Committee meetings
- Briefing the Chair and Deputy Chair and other members of the ESB on the progress of the Review of the Rules project
- Contributing to the effective functioning of the Steering Committee.

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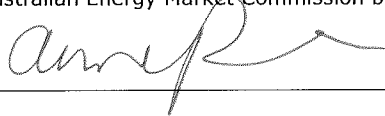
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Sign off by recipient:

Australian Energy Market Commission agrees to the Terms of the Secondment. Signed for and on behalf of Australian Energy Market Commission by its duly authorised representatives:

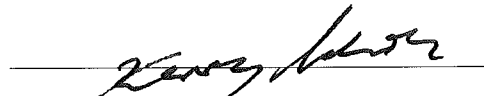


Signature

Anne Pearson
CE, Australian Energy Market Commission



Date


12.8.19

Signature

Dr Kerry Schott
Chair, Energy Security Board



Secondment Terms and Conditions

1. This Agreement

- 1.1 This Agreement sets out the terms which we will provide the Seconddee to you. Where the Letter is addressed to more than one Addressee, each Addressee is a party to, and is bound by, the terms of this Agreement. We will treat you as having accepted this Agreement if you continue to instruct us after you receive it.
- 1.2 This Agreement starts on the date you sign and return the Letter to us or when the Seconddee first starts the Secondment with you, whichever is first. If the Secondment Term has already started then you agree that this Agreement applies retrospectively from the date the Secondment Term started. Unless terminated earlier, this Agreement terminates when the Secondment Term ends and you have paid us our Fees.

2. Secondment Term

The Secondment Term starts and ends on the dates set out in the Letter. You can ask us to extend the Secondment Term before it ends. If we agree to extend the Secondment Term, the Secondment is extended for a further Secondment Term on the same terms and conditions set out in this Agreement, until either of us terminates the Secondment in accordance with this Agreement.

3. The Seconddee

- 3.1 We will use reasonable efforts to ensure that the individual named in the Letter is available for the Secondment Term. We may, subject to your prior approval (such approval not to be unreasonably withheld), replace or reassign that individual with another Representative at any time on reasonable notice to you. If we are unable to provide a replacement Seconddee who is acceptable to you, this Agreement will terminate immediately as set out in clause 12.2.
- 3.2 You acknowledge that:
- (a) you have had the opportunity to interview the Seconddee or review the Seconddee's curriculum vitae and have assessed his or her suitability for the role;
 - (b) as the Seconddee will be working under your direct supervision and at your premises, his or her work will not be subject to our review or quality control procedures;
 - (c) we are not responsible for supervising the Seconddee's work during the Secondment; and
 - (d) the Seconddee's work is not advice by us. If you would like advice from us in relation to any work conducted by the Seconddee, or more generally, this will be the subject of a separate engagement with us.
- 3.3 The Seconddee is entitled to the leave entitlements set out in the Letter. Alternatively the Seconddee can agree with you that he or she is able to take leave for an agreed period. Please discuss these arrangements with us.
- 3.4 You agree that the Seconddee may be absent during the Secondment Term in order to attend essential meetings or training courses or to discharge personal or professional commitments. The Seconddee will seek your prior approval (such approval not to be unreasonably withheld) to take any agreed leave and attend any such events after the Secondment Term starts.
- 3.5 You will agree in advance with the Seconddee if you require the Seconddee to work overtime, weekends or public holidays during the Term. While we will encourage the Seconddee to meet your work place requirements, you acknowledge that we cannot commit the Seconddee to work overtime or to work non-standard hours without the Seconddee's agreement.
- 3.6 We are responsible for the Seconddee's overall career management and for disciplinary matters arising in relation to the Seconddee's behaviour and performance. If you have any concerns in this regard please discuss them with us.
- 3.7 Each of us agrees, during the term of this Agreement and for a period of six months after it ends, neither of us will directly or indirectly solicit for employment any Representative of the other who is involved with the Secondment. However, both of us may advertise or recruit generally.

4. Confidentiality

- 4.1 Each of us agrees to protect and keep confidential any Confidential Information that is given to us by the other.
- 4.2 The Seconddee will protect any Confidential Information you give to the Seconddee. The Seconddee will not disclose your Confidential Information to any one unless you agree first or the Seconddee is required by law or professional obligations to do so.
- 4.3 We will not disclose your Confidential Information to anyone (other than our own professional advisers and insurers on a confidential basis) unless you agree first or we are required by law or professional obligations to do so.

5. Intellectual Property

- 5.1 Unless we agree otherwise, you will retain ownership of the Intellectual Property in any of the Seconddee's work produced for you during the Secondment Term.
- 5.2 We retain ownership of any Deloitte Material. Nothing in this Agreement is intended to give you any rights in respect of any Deloitte Material.

6. Personal Information and privacy

We will handle Personal Information in accordance with the Privacy Act and our privacy policy available at http://www.deloitte.com/view/en_AU/au/privacy/index.htm.

7. Our Fees

- 7.1 The Fees and the basis on which they are calculated are set out in this Agreement. We may review the Fees where:
- (a) an Unexpected Delay occurs;
 - (b) there is a change in the scope of the Secondment (including an agreement by the Seconddee with you to work overtime or non-standard hours); or
 - (c) you do not accept this Agreement within three months of the date of the Letter.
- 7.2 You agree to pay us the Fees for the Secondment in accordance with this Agreement.
- 7.3 Unless we state otherwise, our Fees exclude GST. You agree to pay any GST imposed on us, now or in the future, in relation to this Agreement. Where GST is payable on any taxable supply made under this Agreement, you agree that the Fee payable for this supply will be increased by an amount equivalent to the GST payable by us in respect of that supply.
- 7.4 We will charge you at cost for any expenses we incur in providing the Secondment to you. For example, any costs for travel associated with the Secondment or goods or services we buy on your behalf. We will tell you what these expenses are before we incur them if they are anything other than incidental.
- 7.5 Unless we agree with you otherwise, we will use business class (or equivalent) for travel overseas and between the east coast of Australia and Perth, and economy class for travel within the rest of Australia.
- 7.6 We will invoice you monthly in arrears for the Fees (unless we agree with you otherwise) and you agree to pay our invoice within 21 days of receiving it. You agree to pay any undisputed portions of an invoice even if there is a dispute between us about that invoice or another invoice. Where amounts remain due and unpaid we may charge you interest at an annual rate of 2% over the Bank Bill Swap Rate published in the Australian Financial Review on the date payment is due.
- 7.7 Without limiting any other rights we may have, we are entitled to suspend or terminate the Secondment if you do not pay our invoices on time.

8. What you agree to do

- 8.1 In addition to any responsibilities you may have set out in the Letter, you are responsible for:
- (a) instructing and supervising the Seconddee's work during the Secondment;
 - (b) determining that the scope and quality of the Seconddee's work is sufficient and appropriate for your needs;
 - (c) meeting the legal obligations regarding the health and safety of the Seconddee and complying with all relevant employment legislation during the Term;
 - (d) providing to the Seconddee, at the start of the Secondment, copies of all rules, conditions and regulations which apply to your employees;
 - (e) ensuring that the Seconddee is covered by any appropriate insurance;

- 21.3 The rights and remedies in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

22. Reading this Agreement

In this Agreement:

- (a) headings are for convenience only and do not affect how this Agreement is interpreted;
- (b) the singular includes the plural and conversely;
- (c) the word person includes an entity, a firm, a body corporate, an unincorporated association or an authority;
- (d) a reference to this Agreement or an act or instrument is to this Agreement, or that act or instrument as amended, varied, novated or replaced from time to time;
- (e) a reference to dollars or \$ means Australian dollars;
- (f) an Annexure forms part of this Agreement; and
- (g) if there is any conflict between these terms and any other part of this Agreement, the following order of priority will apply;
 - (i) the Letter;
 - (ii) the Annexure; and
 - (iii) the Terms.

23. Definitions

In this Agreement the following words have the meanings set out below:

Addressee means each person to whom the Letter is addressed and includes, where relevant, any additional parties who may agree to the terms of this Agreement.

Agreement means the Letter and the Terms.

Annexure means a document which is annexed or attached to the Letter and identified as an annexure or attachment to it.

Confidential Information means and includes:

- (a) the terms of this Agreement and the details of the Secondment;
- (b) any information or material which is proprietary to or deemed to be proprietary to a party;
- (c) any Intellectual Property and methodologies and technologies that you use in your business, and to which we are exposed in the course of providing the Secondment;
- (d) any Deloitte Material;
- (e) trade secrets;
- (f) any information designated as confidential by either of us; and
- (g) any information acquired by us solely as a result of the Secondment,

but excludes any information that:

- (a) is or becomes publicly available, except by a breach of this Agreement;
- (b) is disclosed to either of us by a third party provided that the recipient reasonably believes the third party is legally entitled to disclose such information;
- (c) was known to either of us before we received it from the other;
- (d) is developed by either of us independently of any disclosures previously made by the other;
- (e) is disclosed with the other's prior written consent; or
- (f) is required to be disclosed by law, order of any court, tribunal, authority or regulatory body, rules of any stock exchange or any professional obligations or requirements, provided that, to the extent permitted by law, the party disclosing the Confidential Information notifies the other of the requirement to disclose and only discloses the minimum Confidential Information required to comply with the law or requirement.

Consequential Loss means any loss or damage which is indirect, consequential, special, punitive, exemplary or incidental, including any loss of profit, revenue, anticipated

savings or business opportunity, loss or corruption of data or systems, or damage to goodwill however caused or arising as a result of the Secondment or this Agreement.

Deloitte means the Deloitte Australia entity or entities entering into the Agreement as identified in the Letter.

Deloitte Australia means the Australian partnership of Deloitte Touche Tohmatsu, each of the entities under its control and any of their respective predecessors, successors or assignees.

Deloitte Material means any Intellectual Property, methodologies, technologies or other proprietary information developed or modified by Deloitte Australia at any time.

Fees means the fees for the Secondment as stated in, or calculated in accordance with, this Agreement.

GST has the meaning given to it under *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property means all industrial and intellectual property rights throughout the world and includes rights in respect of copyright, patents, trade marks, designs, trade secrets, know-how and circuit layouts.

Letter means the secondment letter between us to which the Terms are attached.

Loss means any losses, liabilities, claims, damages, costs or expenses (including interest where applicable and Consequential Loss), judgment or order however caused or arising as a result of the Secondment or this Agreement.

Personal Information has the meaning given to it in the Privacy Act.

Privacy Act means the *Privacy Act 1988* (Cth).

Professional Standards Legislation or Legislation means a law providing for the limitation of occupational liability by reference to schemes that are formulated and published in accordance with that law and includes the *Professional Standards Act 1994* (NSW) and any similar legislation in each state and territory in Australia.

Representative means any officer, employee, consultant, agent, contractor or subcontractor of either of us, who is involved in the activities to which this Agreement relates and in the case of Deloitte, includes a partner.

Secundee means the person identified in the Letter who we will second to you or any person who replaces them.

Secondment means this Agreement to provide the Secundee to you for the Secondment Term.

Secondment Term means the period starting and finishing on the dates set out in the Letter and includes any extension of the Secondment in accordance with this Agreement.

Terms means these standard terms and conditions of secondment.

Unexpected Delay means any delay in providing the Secondment that is caused or contributed to by an act or event (including the non-performance of your obligations) that is beyond our control or was not reasonably foreseeable by us at the date of this Agreement.

us means Deloitte, or both you and Deloitte, as the context requires.

we and **our** means Deloitte and the members of Deloitte Australia and any of their Representatives.

you and **your** means each Addressee and where applicable, each Addressee's Representatives or advisers.

20 December 2019

Dr Kerry Schott
Energy Security Board
C/O Australian Energy Market Commission
Level 6, 201 Elizabeth Street
Sydney, New South Wales
2000

Dear Dr Kerry Schott

Secondment to the Energy Security Board - Extension

We are pleased to set out the terms on which we propose to second [REDACTED] to the Energy Security Board (ESB) through the Australian Energy Market Commission for the purpose of supporting the ESB to represent its interests in the Steering Committee on the Review of the Rules (Secondment). It is recognised that this is an extension of the secondment that ended on 9 December 2019.

This letter and our standard terms and conditions of secondment (Terms) which are enclosed with this letter set out the basis on which we will provide [REDACTED] to you.

Secondment arrangements

The Secondment starts on 10 December 2019 and ends on 1 April ²⁰²⁰~~2019~~ unless terminated by either of us in accordance with this agreement (Secondment Term). *8/5/2020*

[REDACTED] will be available, during the Secondment Term, to attend at your premises at Level 6, 201 Elizabeth Street, Sydney (Premises) or at other locations as you tell us from time to time. If you require [REDACTED] to attend anywhere other than the Premises, you may need to pay appropriate travel expenses.

The ESB (with cooperation from the AEMC) has commenced a review of the National Electricity Rules (Review of the Rules project or project). As part of the project, the ESB has established a Steering Committee that will guide the Review of the Rules project (Steering Committee). The Steering Committee is comprised of representatives of the ESB, the AEMC and the Australian Energy Regulator. The Steering Committee will also work with any ESB appointed legal and economic/technical consultants retained to advise on the Review of the Rules project.

[REDACTED] duties will be agreed between you and [REDACTED]. However, we anticipate that [REDACTED] duties will include:

- Reviewing materials relevant to the Steering Committee's considerations, including briefing papers prepared by Steering Committee members and consultant reports prepared for the purposes of the Review of the Rules project, and consulting with members of the ESB on that material
- Taking direction from the Chair of the ESB on the views and positions to communicate at Steering Committee meetings
- Attending Steering Committee meetings on behalf of the ESB
- Communicating the views and positions of the ESB in the Steering Committee meetings
- Briefing the Chair and Deputy Chair and other members of the ESB on the progress of the Review of the Rules project

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- Contributing to the effective functioning of the Steering Committee.

The duties will not include being responsible for the direction or output of any consultants engaged by the ESB. [REDACTED] will report to Dr Kerry Schott, Chair of the ESB, who will be responsible for providing [REDACTED] instructions and day-to-day direction, supervision and guidance.

[REDACTED] may need to be absent during the Secondment Term to meet personal or professional commitments. We can arrange a suitable replacement secondees during any extended absence if you tell us.

We operate a staff development and appraisal scheme. We would appreciate some feedback from you on [REDACTED] performance of at the end of the Secondment Period.

We believe our greatest assets are our people, so we are not surprised when our clients sometimes try to employ our people themselves. However, we invest a lot in recruiting and training our people and it is not always easy or inexpensive for us to replace them. For this reason, the Terms ask that you do not actively seek to employ any of our personnel who are involved in the Secondment for at least six months after this agreement has ended.

However, if you do employ [REDACTED] during this period, then we think it is fair for you to compensate us, in part, for the cost of replacing [REDACTED]. Our usual cost to replace personnel is between one to two times the individual's annual salary. Accordingly, you agree to pay us an amount equal to 25% at our request. This clause survives the expiry or termination of this agreement.

Fees

The fee for the Secondment Period will be [REDACTED] or such other amount as we notify you, charged on an hourly basis. We understand that although you anticipate requiring [REDACTED] to be available for up to two days per fortnight, we recognise that this may vary with the precise duties required over the Secondment Term. We will work with you to accommodate your need for secondment support where possible over this period and will only charge you for time spent.

Unless we agree with you otherwise, we will issue our invoices to you monthly and when the Secondment Period ends. If you would prefer that we invoice you more frequently, please let us know. Our invoices will be addressed to and paid by you, unless you tell us otherwise.

Acceptance

Please confirm that you accept the Terms of our offer by signing, dating and returning the enclosed copy of this letter to us.

Please contact me on either [REDACTED] if you would like to discuss this letter and the terms of the Secondment with us.

We look forward to working with you.

Best regards,

[REDACTED]
Sandra James

Partner, Energy
Deloitte Financial Advisory Pty Ltd

Sign off by recipient:

Australian Energy Market Commission agrees to the Terms of the Secondment. Signed for and on behalf of Australian Energy Market Commission by its duly authorised representatives:



Signature

Suzanne Falvi
Acting CE, Australian Energy Market Commission



Signature

Dr Kerry Schott
Chair, Energy Security Board



Date

Secondment Terms and Conditions

1. This Agreement

- 1.1 This Agreement sets out the terms which we will provide the Secondnee to you. Where the Letter is addressed to more than one Addressee, each Addressee is a party to, and is bound by, the terms of this Agreement. We will treat you as having accepted this Agreement if you continue to instruct us after you receive it.
- 1.2 This Agreement starts on the date you sign and return the Letter to us or when the Secondnee first starts the Secondment with you, whichever is first. If the Secondment Term has already started then you agree that this Agreement applies retrospectively from the date the Secondment Term started. Unless terminated earlier, this Agreement terminates when the Secondment Term ends and you have paid us our Fees.

2. Secondment Term

The Secondment Term starts and ends on the dates set out in the Letter. You can ask us to extend the Secondment Term before it ends. If we agree to extend the Secondment Term, the Secondment is extended for a further Secondment Term on the same terms and conditions set out in this Agreement, until either of us terminates the Secondment in accordance with this Agreement.

3. The Secondnee

- 3.1 We will use reasonable efforts to ensure that the individual named in the Letter is available for the Secondment Term. We may, subject to your prior approval (such approval not to be unreasonably withheld), replace or reassign that individual with another Representative at any time on reasonable notice to you. If we are unable to provide a replacement Secondnee who is acceptable to you, this Agreement will terminate immediately as set out in clause 12.2.
- 3.2 You acknowledge that:
- (a) you have had the opportunity to interview the Secondnee or review the Secondnee's curriculum vitae and have assessed his or her suitability for the role;
 - (b) as the Secondnee will be working under your direct supervision and at your premises, his or her work will not be subject to our review or quality control procedures;
 - (c) we are not responsible for supervising the Secondnee's work during the Secondment; and
 - (d) the Secondnee's work is not advice by us. If you would like advice from us in relation to any work conducted by the Secondnee, or more generally, this will be the subject of a separate engagement with us.
- 3.3 The Secondnee is entitled to the leave entitlements set out in the Letter. Alternatively the Secondnee can agree with you that he or she is able to take leave for an agreed period. Please discuss these arrangements with us.
- 3.4 You agree that the Secondnee may be absent during the Secondment Term in order to attend essential meetings or training courses or to discharge personal or professional commitments. The Secondnee will seek your prior approval (such approval not to be unreasonably withheld) to take any agreed leave and attend any such events after the Secondment Term starts.
- 3.5 You will agree in advance with the Secondnee if you require the Secondnee to work overtime, weekends or public holidays during the Term. While we will encourage the Secondnee to meet your work place requirements, you acknowledge that we cannot commit the Secondnee to work overtime or to work non-standard hours without the Secondnee's agreement.
- 3.6 We are responsible for the Secondnee's overall career management and for disciplinary matters arising in relation to the Secondnee's behaviour and performance. If you have any concerns in this regard please discuss them with us.
- 3.7 Each of us agrees, during the term of this Agreement and for a period of six months after it ends, neither of us will directly or indirectly solicit for employment any Representative of the other who is involved with the Secondment. However, both of us may advertise or recruit generally.

4. Confidentiality

- 4.1 Each of us agrees to protect and keep confidential any Confidential Information that is given to us by the other.
- 4.2 The Secondnee will protect any Confidential Information you give to the Secondnee. The Secondnee will not disclose your Confidential Information to any one unless you agree first or the Secondnee is required by law or professional obligations to do so.
- 4.3 We will not disclose your Confidential Information to anyone (other than our own professional advisers and insurers on a confidential basis) unless you agree first or we are required by law or professional obligations to do so.

5. Intellectual Property

- 5.1 Unless we agree otherwise, you will retain ownership of the Intellectual Property in any of the Secondnee's work produced for you during the Secondment Term.
- 5.2 We retain ownership of any Deloitte Material. Nothing in this Agreement is intended to give you any rights in respect of any Deloitte Material.

6. Personal Information and privacy

We will handle Personal Information in accordance with the Privacy Act and our privacy policy available at http://www.deloitte.com/view/en_AU/au/privacy/index.htm.

7. Our Fees

- 7.1 The Fees and the basis on which they are calculated are set out in this Agreement. We may review the Fees where:
- (a) an Unexpected Delay occurs;
 - (b) there is a change in the scope of the Secondment (including an agreement by the Secondnee with you to work overtime or non-standard hours); or
 - (c) you do not accept this Agreement within three months of the date of the Letter.
- 7.2 You agree to pay us the Fees for the Secondment in accordance with this Agreement.
- 7.3 Unless we state otherwise, our Fees exclude GST. You agree to pay any GST imposed on us, now or in the future, in relation to this Agreement. Where GST is payable on any taxable supply made under this Agreement, you agree that the Fee payable for this supply will be increased by an amount equivalent to the GST payable by us in respect of that supply.
- 7.4 We will charge you at cost for any expenses we incur in providing the Secondment to you. For example, any costs for travel associated with the Secondment or goods or services we buy on your behalf. We will tell you what these expenses are before we incur them if they are anything other than incidental.
- 7.5 Unless we agree with you otherwise, we will use business class (or equivalent) for travel overseas and between the east coast of Australia and Perth, and economy class for travel within the rest of Australia.
- 7.6 We will invoice you monthly in arrears for the Fees (unless we agree with you otherwise) and you agree to pay our invoice within 21 days of receiving it. You agree to pay any undisputed portions of an invoice even if there is a dispute between us about that invoice or another invoice. Where amounts remain due and unpaid we may charge you interest at an annual rate of 2% over the Bank Bill Swap Rate published in the Australian Financial Review on the date payment is due.
- 7.7 Without limiting any other rights we may have, we are entitled to suspend or terminate the Secondment if you do not pay our invoices on time.

8. What you agree to do

- 8.1 In addition to any responsibilities you may have set out in the Letter, you are responsible for:
- (a) instructing and supervising the Secondnee's work during the Secondment;
 - (b) determining that the scope and quality of the Secondnee's work is sufficient and appropriate for your needs;
 - (c) meeting the legal obligations regarding the health and safety of the Secondnee and complying with all relevant employment legislation during the Term;
 - (d) providing to the Secondnee, at the start of the Secondment, copies of all rules, conditions and regulations which apply to your employees;
 - (e) ensuring that the Secondnee is covered by any appropriate insurance;

- (f) managing all aspects of your business, making all decisions and operating all accounting, internal control or management information systems;
- (g) making any decisions in relation to any advice or recommendations provided by the Seconded and for their implementation, including any results or consequences; and
- (h) designating a competent employee to oversee the Secondment.

8.2 You acknowledge that:

- (a) our ability to provide the Secondment services depends on you meeting your responsibilities under this Agreement and instructing us or responding to our requests in a timely and effective manner; and
- (b) we are entitled to and will rely on information provided by you, the decisions you make and any approvals you give; and
- (c) we will not be liable for any default that arises because you do not fulfil your obligations.

9. Unexpected Delay

- 9.1** We are not responsible to you or anyone else for any failure in providing the Seconded to you that is caused by an Unexpected Delay. We will tell you if there is a delay that will affect the Secondment and the cause of the delay, if known. You acknowledge that this Agreement will be varied to include any change to the scope of the Secondment, the Fees or the timeframes for completion of the Secondment if any delay requires it.
- 9.2** If we are required to perform additional services because of an Unexpected Delay, then this Agreement will also be varied to include those additional services and any additional Fees that apply.

10. Our responsibility to you

- 10.1** We are subject to a limitation of liability scheme approved under Professional Standards Legislation. Our aggregate liability to you is limited in the manner provided by the scheme. Please contact us if you require a copy of the relevant scheme
- 10.2** To the extent permitted by law, we are not responsible to you for the Seconded's work or any acts or omissions during the Secondment. Where our liability is not limited by a scheme or the Loss does not exceed \$500,000 our aggregate liability to you for any Loss or cause of action arising in relation to this Agreement, including negligence, is limited to the amount of the Fees paid to us.
- 10.3** We will be liable to you only for that proportion of the total Loss that we have caused or to which we have contributed and we will not be liable for any Consequential Loss.
- 10.4** We will not be liable for any Loss, or failure to provide the Secondment, which is caused by an Unexpected Delay or which arises as a result of us relying on any false, misleading or incomplete information provided by you.
- 10.5** To the extent permitted by law, you agree to indemnify us against any Loss we may suffer or incur in respect of the Secondment or any work undertaken by the Seconded. This indemnity does not apply where the Loss resulted from the Seconded's fraud or deliberate wrongdoing.

11. Conflict of interest

We have relationships with many clients. This means that after this Agreement starts we may identify circumstances that could cause us to have a conflict of interest. If this happens, we will evaluate the potential conflict and, depending on the circumstances, apply appropriate safeguards to manage it. For example, we may notify you of a relationship that causes us a conflict and ask for your consent to continue the Secondment. However, you acknowledge that we may need to terminate this Agreement if we are unable to resolve or manage a conflict of interest satisfactorily.

12. Termination

- 12.1** Either of us may terminate this Agreement:
- (a) at any time by giving the other 5 days' written notice; or
 - (b) immediately if the other becomes insolvent or otherwise ceases to carry on business or commits any material breach of this Agreement that is either incapable of being remedied or is not remedied within 14 days of receipt of a notice requiring the breach to be remedied.
- 12.2** We may terminate this Agreement if:
- (a) you fail to meet your obligations under this Agreement including to pay our Fees within the time specified;

- (b) we are unable to provide you with a replacement Seconded who meets with your approval; or
- (c) there is a change of circumstances beyond our reasonable control (such as auditor independence or regulatory related developments) that prevents us from providing the Seconded or Secondment to you.

12.3 If this Agreement is terminated:

- (a) you agree to pay us the Fees for any work we have done and any expenses we have incurred up to the date of termination; and
- (b) this does not affect any accrued rights of either of us or any provision of this Agreement that continues to apply.

12.4 The provisions of this Agreement that survive its termination include those relating to clause 4, *Confidentiality*; clause 5, *Intellectual Property*; clause 10, *Our responsibility to you* and clause 13, *Dispute resolution*.

13. Dispute resolution

- 13.1** Each of us agrees to use reasonable endeavours to resolve any dispute that arises in connection with this Agreement by mediation before bringing a legal claim or starting legal proceedings against the other.
- 13.2** Nothing in this clause prevents either of us from seeking any equitable relief in relation to our rights under this Agreement.

14. Relationship between the parties

We are engaged as an independent contractor. Neither of us is an agent or representative of or has the authority to bind the other. Neither of us will act or represent ourselves, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. This Agreement is not intended and will not be taken to constitute a partnership, agency, employment, joint venture or fiduciary relationship between us.

15. Entire agreement

- 15.1** This Agreement is the entire agreement between us. It supersedes all prior communications, negotiations, arrangements and agreements, either oral or written between us in relation to its subject matter.
- 15.2** Any changes to this Agreement must be agreed to in writing by both of us.

16. Assignment

Neither of us may transfer, assign or novate this Agreement without the prior written consent of the other. However, we may assign this Agreement to any entity in Deloitte Australia or any successor to our business.

17. Electronic communication

Each of us agrees that we may communicate with each other electronically. You acknowledge that electronic transmissions are inherently insecure, can be corrupted or intercepted, may not be delivered and may contain viruses. Neither of us is responsible to the other for any loss suffered in connection with the use of e-mail as a form of communication between us.

18. Severability

If any of the terms of this Agreement are not legally enforceable then that term or the relevant part of it will be ignored, but in all other respects this Agreement will have full effect.

19. Governing law

This Agreement is governed by the laws of New South Wales and each party irrevocably submits to the jurisdiction of the courts exercising jurisdiction in that State.

20. Your feedback

We value your feedback. We aim to obtain, either formally or informally, a regular assessment of our performance. If you wish to make a complaint, please refer to the Complaints Management Policy available at http://www.deloitte.com/view/en_AU/au/index or write to the Complaints Officer at complaints@deloitte.com.au.

21. General

- 21.1** A waiver by one of us of a breach by the other party of any term of this Agreement does not operate as a waiver of another term or a continuing breach by the other of the same or any other term of this Agreement.
- 21.2** To the extent permitted by law, we disclaim all warranties, either express or implied, in relation to the Secondment other than any written warranty made in the Terms.

21.3 The rights and remedies in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

22. Reading this Agreement

In this Agreement:

- (a) headings are for convenience only and do not affect how this Agreement is interpreted;
- (b) the singular includes the plural and conversely;
- (c) the word person includes an entity, a firm, a body corporate, an unincorporated association or an authority;
- (d) a reference to this Agreement or an act or instrument is to this Agreement, or that act or instrument as amended, varied, novated or replaced from time to time;
- (e) a reference to dollars or \$ means Australian dollars;
- (f) an Annexure forms part of this Agreement; and
- (g) if there is any conflict between these terms and any other part of this Agreement, the following order of priority will apply;
 - (i) the Letter;
 - (ii) the Annexure; and
 - (iii) the Terms.

23. Definitions

In this Agreement the following words have the meanings set out below:

Addressee means each person to whom the Letter is addressed and includes, where relevant, any additional parties who may agree to the terms of this Agreement.

Agreement means the Letter and the Terms.

Annexure means a document which is annexed or attached to the Letter and identified as an annexure or attachment to it.

Confidential Information means and includes:

- (a) the terms of this Agreement and the details of the Secondment;
- (b) any information or material which is proprietary to or deemed to be proprietary to a party;
- (c) any Intellectual Property and methodologies and technologies that you use in your business, and to which we are exposed in the course of providing the Secondment;
- (d) any Deloitte Material;
- (e) trade secrets;
- (f) any information designated as confidential by either of us; and
- (g) any information acquired by us solely as a result of the Secondment,

but excludes any information that:

- (a) is or becomes publicly available, except by a breach of this Agreement;
- (b) is disclosed to either of us by a third party provided that the recipient reasonably believes the third party is legally entitled to disclose such information;
- (c) was known to either of us before we received it from the other;
- (d) is developed by either of us independently of any disclosures previously made by the other;
- (e) is disclosed with the other's prior written consent; or
- (f) is required to be disclosed by law, order of any court, tribunal, authority or regulatory body, rules of any stock exchange or any professional obligations or requirements, provided that, to the extent permitted by law, the party disclosing the Confidential Information notifies the other of the requirement to disclose and only discloses the minimum Confidential Information required to comply with the law or requirement.

Consequential Loss means any loss or damage which is indirect, consequential, special, punitive, exemplary or incidental, including any loss of profit, revenue, anticipated

savings or business opportunity, loss or corruption of data or systems, or damage to goodwill however caused or arising as a result of the Secondment or this Agreement.

Deloitte means the Deloitte Australia entity or entities entering into the Agreement as identified in the Letter.

Deloitte Australia means the Australian partnership of Deloitte Touche Tohmatsu, each of the entities under its control and any of their respective predecessors, successors or assignees.

Deloitte Material means any Intellectual Property, methodologies, technologies or other proprietary information developed or modified by Deloitte Australia at any time.

Fees means the fees for the Secondment as stated in, or calculated in accordance with, this Agreement.

GST has the meaning given to it under *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property means all industrial and intellectual property rights throughout the world and includes rights in respect of copyright, patents, trade marks, designs, trade secrets, know-how and circuit layouts.

Letter means the secondment letter between us to which the Terms are attached.

Loss means any losses, liabilities, claims, damages, costs or expenses (including interest where applicable and Consequential Loss), judgment or order however caused or arising as a result of the Secondment or this Agreement.

Personal Information has the meaning given to it in the Privacy Act.

Privacy Act means the *Privacy Act 1988* (Cth).

Professional Standards Legislation or Legislation means a law providing for the limitation of occupational liability by reference to schemes that are formulated and published in accordance with that law and includes the *Professional Standards Act 1994* (NSW) and any similar legislation in each state and territory in Australia.

Representative means any officer, employee, consultant, agent, contractor or subcontractor of either of us, who is involved in the activities to which this Agreement relates and in the case of Deloitte, includes a partner.

Secundee means the person identified in the Letter who we will second to you or any person who replaces them.

Secondment means this Agreement to provide the Secundee to you for the Secondment Term.

Secondment Term means the period starting and finishing on the dates set out in the Letter and includes any extension of the Secondment in accordance with this Agreement.

Terms means these standard terms and conditions of secondment.

Unexpected Delay means any delay in providing the Secondment that is caused or contributed to by an act or event (including the non-performance of your obligations) that is beyond our control or was not reasonably foreseeable by us at the date of this Agreement.

us means Deloitte, or both you and Deloitte, as the context requires.

we and **our** means Deloitte and the members of Deloitte Australia and any of their Representatives.

you and **your** means each Addressee and where applicable, each Addressee's Representatives or advisers.

16 June 2020

Dr Kerry Schott
Energy Security Board
C/O Australian Energy Market Commission
Level 6, 201 Elizabeth Street
Sydney, New South Wales
2000

Dear Dr Schott

Secondment to the Energy Security Board – Extension

We are pleased to set out the terms on which we propose to second [REDACTED] and [REDACTED] to the Energy Security Board (ESB) through the Australian Energy Market Commission for the purpose of supporting the ESB to represent its interests in the Steering Committee on the Review of the Rules (Secondment). It is recognised that this is an extension of the existing secondment arrangement.

This letter and our standard terms and conditions of secondment (Terms) which are enclosed with this letter set out the basis on which we will provide [REDACTED] and [REDACTED] to you.

Secondment arrangements

The Secondment starts on 1 July and ends on 30 October 2020 unless terminated by either of us in accordance with this agreement (Secondment Term).

It is assumed that all work over the course of the secondment will be delivered remotely. Should circumstances and Government guidance associated with COVID-19 change over the course of the engagement, we will discuss revised working arrangements with you.

The ESB (with cooperation from the AEMC) has commenced a review of the National Electricity Rules (Review of the Rules project or project). As part of the project, the ESB has established a Steering Committee that will guide the Review of the Rules project (Steering Committee). The Steering Committee is comprised of representatives of the ESB, the AEMC and the Australian Energy Regulator. The Steering Committee will also work with any ESB appointed legal and economic/technical consultants retained to advise on the Review of the Rules project.

[REDACTED] duties will be agreed between you and [REDACTED]. However, we anticipate that [REDACTED] duties will include:

- Reviewing materials relevant to the Steering Committee's considerations, including briefing papers prepared by Steering Committee members and consultant reports prepared for the purposes of the Review of the Rules project, and consulting with members of the ESB on that material
- Taking direction from the Chair of the ESB on the views and positions to communicate at Steering Committee meetings
- Attending Steering Committee meetings on behalf of the ESB
- Attending meetings of the GPT or a working group of the GPT on behalf of the ESB
- Communicating the views and positions of the ESB in the Steering Committee meetings

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- Briefing the Chair and Deputy Chair and other members of the ESB on the progress of the Review of the Rules project
- Contributing to the effective functioning of the Steering Committee.

██████ duties will be agreed between you and ██████ however we anticipate that ██████ duties will include supporting you on the preparation of rule change requests at the direction of and for the review of the Chair of the ESB related to the Review of the Rules project.

The duties will not include being responsible for the direction or output of any consultants engaged by the ESB. ██████ and ██████ will report to you and you will be responsible for providing ██████ and ██████ instructions and day-to-day direction, supervision and guidance.

██████ or ██████ may need to be absent during the Secondment Term to meet personal or professional commitments. We can arrange a suitable replacement secondees during any extended absence if you tell us.

We operate a staff development and appraisal scheme. We would appreciate some feedback from you on ██████ and ██████ performance at the end of the Secondment Period.

We believe our greatest assets are our people, so we are not surprised when our clients sometimes try to employ our people themselves. However, we invest a lot in recruiting and training our people and it is not always easy or inexpensive for us to replace them. For this reason, the Terms ask that you do not actively seek to employ any of our personnel who are involved in the Secondment for at least six months after this agreement has ended.

However, if you do employ ██████ or ██████ during this period, then we think it is fair for you to compensate us, in part, for the cost of replacing ██████ or ██████. Our usual cost to replace personnel is between one to two times the individual's annual salary. Accordingly, you agree to pay us an amount equal to 25% at our request. This clause survives the expiry or termination of this agreement.

You shall be solely responsible for, among other things (a) making all management judgments and decisions, and assuming all management responsibilities, (b) designating an individual, preferably within senior management, to be responsible for your decisions and to oversee the Services, (c) providing oversight of the Services and evaluating the adequacy and results of the Services, and (d) accepting responsibility for the actions, if any, to be taken arising from the results of the Services.

Fees

The fee for ██████ for the Secondment Period will be ██████ or such other amount as we notify you, charged on an hourly basis. We understand that although you anticipate requiring ██████ to be available for up to two days per fortnight, we recognise that this may vary with the precise duties required over the Secondment Term. We will work with you to accommodate your need for secondment support where possible over this period and will only charge you for time spent.

The fee for ██████ for the Secondment Period will be ██████ or such other amount as we notify you, charged on an hourly basis. We understand that although it is anticipated that ██████ will be available for up to two days per fortnight, we recognise that this may vary with the precise duties required over the Secondment Term. We will work with you to accommodate your need for secondment support where possible over this period and will only charge you for time spent.

We will provide updates to you at ██████ intervals for work undertaken, indicating the amount of work that has been done and the expected time to complete the tasks assigned.

Unless we agree with you otherwise, we will issue our invoices to you monthly and when the Secondment Period ends. If you would prefer that we invoice you more frequently, please let us know. Our invoices will be addressed to and paid by you, unless you tell us otherwise.

Acceptance

Please confirm that you accept the Terms of our offer by signing, dating and returning the enclosed copy of this letter to us.

Please contact me on either [REDACTED] or [REDACTED] if you would like to discuss this letter and the terms of the Secondment with us.

We look forward to working with you.

Best regards,



Sandra James
Partner, Energy
Deloitte Financial Advisory Pty Ltd

Signed by recipient:

Australian Energy Market Commission agrees to the Terms of the Secondment. Signed for and on behalf of Australian Energy Market Commission by its duly authorised representatives:

Signature

Benn Barr

Digitally signed by Benn
Barr
Date: 2020.07.08 11:27:49
+10'00'

Benn Barr
CE, Australian Energy Market Commission

Signature

Dr Kerry Schott
Chair, Energy Security Board

Date

1 April 2020

Dr Kerry Schott
Energy Security Board
C/O Australian Energy Market Commission
Level 6, 201 Elizabeth Street
Sydney, New South Wales
2000

Dear Dr Kerry Schott

Secondment to the Energy Security Board – Second Extension

We are pleased to set out the terms on which we propose to second [REDACTED] and [REDACTED] to the Energy Security Board (ESB) through the Australian Energy Market Commission for the purpose of supporting the ESB to represent its interests in the Steering Committee on the Review of the Rules (Secondment). It is recognised that this is an extension of the existing secondment arrangement for [REDACTED].

This letter and our standard terms and conditions of secondment (Terms) which are enclosed with this letter set out the basis on which we will provide [REDACTED] and [REDACTED] to you.

Secondment arrangements

The Secondment start on 1 April and ends on 30 June 2020 unless terminated by either of us in accordance with this agreement (Secondment Term).

It is assumed that all work over the course of the secondment will be delivered remotely. Should circumstances and Government guidance associated with COVID-19 change over the course of the engagement, we will discuss revised working arrangements with you.

The ESB (with cooperation from the AEMC) has commenced a review of the National Electricity Rules (Review of the Rules project or project). As part of the project, the ESB has established a Steering Committee that will guide the Review of the Rules project (Steering Committee). The Steering Committee is comprised of representatives of the ESB, the AEMC and the Australian Energy Regulator. The Steering Committee will also work with any ESB appointed legal and economic/technical consultants retained to advise on the Review of the Rules project.

[REDACTED] duties will be agreed between you and [REDACTED]. However, we anticipate that [REDACTED] duties will include:

- Reviewing materials relevant to the Steering Committee's considerations, including briefing papers prepared by Steering Committee members and consultant reports prepared for the purposes of the Review of the Rules project, and consulting with members of the ESB on that material
- Taking direction from the Chair of the ESB on the views and positions to communicate at Steering Committee meetings
- Attending Steering Committee meetings on behalf of the ESB
- Communicating the views and positions of the ESB in the Steering Committee meetings
- Briefing the Chair and Deputy Chair and other members of the ESB on the progress of the Review of the Rules project

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- Contributing to the effective functioning of the Steering Committee.

██████ duties will be agreed between you and ██████, however we anticipate that ██████ duties will include supporting you on the preparation of rule change requests at the direction of and for the review of the Chair of the ESB related to the Review of the Rules project.

The duties will not include being responsible for the direction or output of any consultants engaged by the ESB. ██████ and ██████ will report to you and you will be responsible for providing ██████ and ██████ instructions and day-to-day direction, supervision and guidance.

██████ or ██████ may need to be absent during the Secondment Term to meet personal or professional commitments. We can arrange a suitable replacement secondee during any extended absence if you tell us.

We operate a staff development and appraisal scheme. We would appreciate some feedback from you on ██████ performance of at the end of the Secondment Period.

We believe our greatest assets are our people, so we are not surprised when our clients sometimes try to employ our people themselves. However, we invest a lot in recruiting and training our people and it is not always easy or inexpensive for us to replace them. For this reason, the Terms ask that you do not actively seek to employ any of our personnel who are involved in the Secondment for at least six months after this agreement has ended.

However, if you do employ ██████ or ██████ during this period, then we think it is fair for you to compensate us, in part, for the cost of replacing ██████ or ██████. Our usual cost to replace personnel is between one to two times the individual's annual salary. Accordingly, you agree to pay us an amount equal to 25% at our request. This clause survives the expiry or termination of this agreement.

You shall be solely responsible for, among other things (a) making all management judgments and decisions, and assuming all management responsibilities, (b) designating an individual, preferably within senior management, to be responsible for your decisions and to oversee the Services, (c) providing oversight of the Services and evaluating the adequacy and results of the Services, and (d) accepting responsibility for the actions, if any, to be taken arising from the results of the Services.

Fees

The fee for ██████ for the Secondment Period will be ██████ or such other amount as we notify you, charged on an hourly basis. We understand that although you anticipate requiring ██████ to be available for up to two days per fortnight, we recognise that this may vary with the precise duties required over the Secondment Term. We will work with you to accommodate your need for secondment support where possible over this period and will only charge you for time spent.

The fee for ██████ for the Secondment Period will be ██████ or such other amount as we notify you, charged on an hourly basis. We understand that although it is anticipated that ██████ will be available for up to two days per fortnight, we recognise that this may vary with the precise duties required over the Secondment Term. We will work with you to accommodate your need for secondment support where possible over this period and will only charge you for time spent.

We will provide updates to you at ██████ intervals for work undertaken, indicating the amount of work that has been done and the expected time to complete the tasks assigned.

Unless we agree with you otherwise, we will issue our invoices to you monthly and when the Secondment Period ends. If you would prefer that we invoice you more frequently, please let us know. Our invoices will be addressed to and paid by you, unless you tell us otherwise.

Acceptance

Please confirm that you accept the Terms of our offer by signing, dating and returning the enclosed copy of this letter to us.

Please contact me on either [redacted] or [redacted] if you would like to discuss this letter and the terms of the Secondment with us.

We look forward to working with you.

Best regards,



Sandra James
Partner, Energy
Deloitte Financial Advisory Pty Ltd

Signed by recipient:

Australian Energy Market Commission agrees to the Terms of the Secondment. Signed for and on behalf of Australian Energy Market Commission by its duly authorised representatives:

Signature

Signature

Benn Barr
CE, Australian Energy Market Commission

Dr Kerry Schott
Chair, Energy Security Board

Date