

Services details

Part A – Scheduled Maintenance

This Part A describes the Scheduled Maintenance to be performed by the Contractor during the Service Term.

1 General

- (a) The Contractor must provide all scheduled, planned, routine and predictive maintenance and services required in relation to the Facility in accordance with:
 - (1) Legislative Requirements;
 - (2) Good Industry Practices;
 - (3) the Operation and Maintenance Manuals and the Technical Documents; and
 - (4) manufacturers' requirements and recommendations,and so that:
 - (5) the Facility continues to comply with the standards contemplated by this agreement (including clause 5.3(a) of the Commercial Terms); and
 - (6) there is no adverse impact to warranties provided by contractors and suppliers for the Facility,including the maintenance and services required by this Part A.
- (b) The Contractor must:
 - (1) establish a risk register that identifies all the foreseeable risks to the Contractor's ability to perform the Services in accordance with this agreement;
 - (2) include comments regarding the likelihood of such risks arising, and any measures the Contractor is taking to mitigate such risks arising or the consequences of such risks having arisen;
 - (3) continuously update the risk register including by adding new foreseeable risks and updating the comments;
 - (4) perform a regular review of the risk register with the Principal at intervals to be determined by the Principal (acting reasonably);
 - (5) ensure that the latest version of the risk register is housed on the Contractor's CMMS and any cloud-based file sharing system that is shared between the Principal and Contractor for the purposes of communication regarding the Facility; and

- (6) provide a copy of the then current risk register as an addendum with every the monthly report that is required to be submitted in accordance with clause 23.1 of this Schedule 3.

2 Scheduled maintenance

- (a) Maintenance scheduled and conducted in accordance with Appendix A of this Schedule 3 as updated by the Contractor from time to time.
- (b) Notwithstanding anything to the contrary in this agreement (including the services inspection checklists), Scheduled Maintenance does not include Unscheduled Maintenance (described in Part B of Schedule 3).

3 Remote monitoring and operation

- (a) The Contractor acknowledges that the Principal will remotely monitor and control the Facility via the SCADA system. This will include starting and stopping of inverter units.
- (b) The Principal will alert the Contractor to any priority one alarms where inverters are offline and require site investigation or where switchgear has opened.
- (c) The Contractor must establish appropriate phone and email systems by which the Principal is able to notify the Contractor of priority one alarms.
- (d) The Contractor must initiate the necessary steps to correct any faults it is advised of as soon as possible, including on weekends and public holidays.
- (e) The Contractor and the Principal agree to establish an operating and communications protocol within 30 Business Days after the Execution Date (or such later date agreed between the Parties) and review such protocol from time to time as agreed between the Parties.
- (f) Notwithstanding that the Principal is responsible for monitoring and control of the Facility, the Contractor must use the SCADA system to find DC faults in the Facility and promptly report any defaults, by written notice, to the Principal.

4 No modifications

- (a) The Contractor must not conduct any repair or modification to a component so as to alter the specification of that component without the prior approval of the Principal, unless such modification is necessary as a matter of urgency and it is not practicable to give such prior notice, in which event such notice will be given immediately after making any such modifications.
- (b) The Contractor will be responsible for making any available updates and upgrades to software for SCADA as part of the Services, subject to clause 4(a) above.
- (c) When requesting approval under clause 13(a) above, the Contractor must provide information regarding the alteration or change reasonably required by the Principal, which will include:
 - (1) whether the alteration or change is permanent;

- (2) the action required to reverse the alteration or change;
 - (3) any impact on other systems and procedures;
 - (4) the reason for the alteration or change;
 - (5) evidence that compliance with all applicable Legislative Requirements and standards, and the construction technical specification, is achieved; and
 - (6) whether the Contractor recommends the alteration or change for all similar components at the Facility.
- (d) The Principal must give the Contractor written notice if it wishes to inspect or investigate any part removed from the Facility by the Contractor, apart from wear parts. The Principal must give such notice within two months after the Contractor notifies the Principal in writing that the part has been removed.
 - (e) If the Principal gives notice under clause 13(d) above in relation to a part, the Contractor must ensure that the part is available at a location in Australia for inspection and investigation by the Principal for at least two months after receipt of the Principal's notice, unless the Principal consents to earlier removal.
 - (f) The Contractor must provide revised as built drawings and documents and change records on implementation of any alteration or change, in accordance with section 21 of this Schedule 3.

5 CMMS

- (a) The Contractor provide a computerised maintenance management system (**CMMS**) for programming and recording all Service activities.
- (b) The Contractor must ensure that the information regarding the Facility and the Services in the CMMS is accurate and up-to-date, including at the expiry of the Service Term.
- (c) Ownership of the CMMS will remain with the Contractor at all times.
- (d) The Contractor must provide the Principal with read access to the CMMS at all times.

6 Vehicles, tools and voice communications

- (a) The Contractor must supply and is fully responsible for all vehicles, tools and voice communications equipment required to enable the Contractor to perform its obligations under this agreement, excluding the Principal Supplied Items.
- (b) The Principal will provide the data connection to AEMO and NSP. The Contractor must provide any other connections.
- (c) The Principal will make electricity back-feed available to the Facility as required for the performance of the Services. The Contractor may use electricity generated by the Facility for the performance of the Services at no cost.
- (d) All vehicles used in the performance of Services at the Facility Land must be diesel, or where a risk assessment has been completed for the use of electric vehicles at the Facility, electric, unless otherwise agreed in writing by the Principal.

- (e) The Contractor must supply all services, and utilities (excluding electricity other than charging costs for electric vehicle and equipment) used in the performance of the Services.

7 Personnel

- (a) The Contractor must provide all personnel required for the performance of its obligations under this agreement.
- (b) The Contractor must, in accordance with Good Industry Practices, utilise and supervise its personnel who must be medically, physically and mentally fit to carry out the duties required of them and have the proper qualifications, training, expertise and competence for performance of the Services. The Contractor is responsible for the cost of qualifications and training.
- (c) The Contractor must at all times maintain strict discipline and good order amongst the personnel it uses and will establish and operate all appropriate disciplinary procedures in accordance with the applicable laws and Good Industry Practices.
- (d) During the Service Term, the Contractor must train its personnel to be capable of assisting the Principal with electrical troubleshooting of protection relay trips. For the avoidance of doubt:
 - (1) the training of the Contractor's personnel in accordance with this clause 16(d) is included in the Services; and
 - (2) any actual assistance provided by the Contractor's personnel for electrical troubleshooting of protection relay trips will be an Additional Service.
- (e) Site manager, HSE officer, high voltage operators, supervisors and O&M engineers will have the consideration of **Key Personnel**. In the event any **Key Personnel** are dismissed (other than disciplinary reasons), resign or are moved to another project, the contractor must guarantee a minimum handover period of 15 days between the person leaving and the new person starting in the position.

8 Operational meetings

- (a) The Contractor must meet with representatives of the Principal on a monthly basis (or as otherwise agreed by the Parties) at a mutually agreed time and place to review and discuss the performance of the Services, provided that the Principal has given it sufficient advance notice of the proposed date and venue of the meeting.
- (b) The Principal will prepare minutes of any such meeting and will deliver them to the Contractor within 10 working days of the meeting. These minutes will be agreed at the next such meeting.
- (c) The Contractor must comply with all monthly reporting requirements irrespective of when the monthly meeting is held.

9 Principal Inventory

- (a) The draft Principal Inventory List at the Execution Date is set out in Appendix A of Schedule 2. The Parties must, within 30 Business Days after the Execution Date (or such later date agreed between the Parties), finalise the Principal Inventory List, including to reflect the quantities of Spare Parts in the Principal Inventory.
- (b) During the Service Term, the Contractor must regularly (and at a minimum, on a quarterly basis):
 - (1) review the Principal Inventory List in accordance with Good Industry Practices and propose, in writing, for the Principal's approval any changes to the Principal Inventory List including any new Spare Parts required for performing the Services; and
 - (2) review the Principal Inventory against the Principal Inventory List and notify the Principal in writing of any required replenishment.
- (c) If required by the Principal, the Contractor must procure the replenishment of the Principal Inventory within the period required by the Principal Inventory List and the Principal must pay for the for the cost of such Principal Inventory (provided that such cost in on reasonable market rates) plus freight with no markup, subject to the provision of a tax invoice.
- (d) Unless otherwise agreed with the Principal or expressly stated in this agreement, the Contractor must provide all tools, equipment, consumables, waste management, sampling, testing, and parts to perform the Services in accordance with this agreement.
- (e) The Contractor must ensure that the Principal-supplied storage areas at all times, are well organised, dry and dust-free storage.
- (f) In the case that the Contractor supplies storage areas, the Contractor will ensure that at all times, such storage areas are well organised, dry and dust-free.
- (g) The Contractor will have care of all Spare Parts at the storage site(s) and will prepare and keep up to date a full inventory of such Spare Parts in accordance with clause 18(b).

10 Service Plans

The Contractor must have the following Service Plans, as a minimum:

- (a) a maintenance plan for the Service Term which must:
 - (1) be consistent with the Operation and Maintenance Manuals and this agreement;
 - (2) set out the scope of Scheduled Maintenance;
 - (3) set out the timing for Scheduled Maintenance;
 - (4) include a quality assurance plan; and
 - (5) otherwise be acceptable to the Principal acting reasonably;
- (b) the Health and Safety Management Plan required by Schedule 7;
- (c) an emergency response plan;
- (d) a quality management plan;

- (e) a communications plan; and
- (f) the Contractor's site regulations.

11 Records

- (a) The Contractor will provide operation, service and maintenance records relating to the Services as required by the agreement, including data output from the SCADA system, in the format usually generated by the Contractor.
- (b) An annual service schedule, setting out Scheduled Maintenance for the following calendar year, will be provided in the October monthly report (or such other monthly report as is required by the Principal).

12 Updates

- (a) The Contractor must keep the Technical Documents, Operation and Maintenance Manuals and as built records for the Facility up to date in accordance with Good Industry Practices and make any amendments, revisions and updates required in accordance with Good Industry Practices.
- (b) If the Contractor believes, in its reasonable discretion, that an update, amendment or revision of an Operation and Maintenance Manual made in accordance with clause 21(a) above would enhance the overall performance or safety of the Facility, the Contractor will provide its recommendations with respect to the update, amendment or revision to the Principal and, if the Principal directs, make the update, amendment or revision to the applicable Operation and Maintenance Manual.
- (c) The Contractor acknowledges and agrees the cost incurred in relation to any update, amendment or revision to the applicable Operation and Maintenance Manual is included in the Base Fee.

13 Quality assurance

- (a) To the extent requested by the Principal, the Contractor must provide the Principal reasonable access to the Contractor's quality system and the information and documents created or maintained pursuant to the quality system for the purposes of monitoring and auditing the Contractor's compliance with the quality system and this agreement.
- (b) The Contractor must promptly notify the Principal of any change, improvement, enhancement or upgrade to the Facility or the Services recommended by the Contractor to improve the safety, environmental compliance, performance or reliability of the Facility or the Services. Subject to clauses 13(b), 21 and 22(c) of this Part A of Schedule 3, the Principal may request the Contractor to provide a proposal for any such change, improvement, enhancement or upgrade as either a Change or an Additional Service (as appropriate).
- (c) The Contractor must offer the Principal any optional improvements of a technical or organisational nature generally offered by the Contractor to its customers that is relevant to the Facility or the Services.

14.1 Monthly report

The Contractor must submit, within 10 Business Days of the last day of each month, a monthly report describing various aspects of the operations and maintenance. The monthly service reports submitted by the Contractor shall contain as a minimum: **[Note: Atmos to update this section 14.1 to reflect the expectation that the Contractor will only be reporting on operational matters in line with the Services to be performed.]**

- (a) Plant overview and details, including and not limited to:
 - (1) Plant coordinates;
 - (2) DC and AC capacity;
 - (3) Registered AC capacity;
 - (4) Orientation and pitch details;
 - (5) Date of commercial operation;
 - (6) PV module make and details;
 - (7) Inverter make and details; and
 - (8) Transformer make and details;
- (b) Summary of:
 - (1) Performance indices for the month (including year to date values);
 - (2) Irradiation measured vs. forecasted;
 - (3) Energy produced vs. forecasted at the connection point;
 - (4) Energy produced at inverter level;
 - (5) Performance Ratio;
 - (6) Facility availability vs. guaranteed availability;
 - (7) Grid unavailability (split into day and night);
 - (8) Major events summary; and
 - (9) Grid outage and Force Majeure Events summary;
- (c) Daily Performance indices:
 - (1) Daily export meter production values and graph;
 - (2) Daily irradiation values and graph;
 - (3) Daily Performance Ratio values (calculated as per IEC 61724-1) and graph;
 - (4) Inverter daily values (generation); and
 - (5) Brief observations/comments impacting the performance ratio, if any;
- (d) Availability (daily, monthly, and year to date values)
 - (1) Facility availability vs. guaranteed availability (as per Schedule 12)

- (2) Grid availability (all events including reasons and evidence/communications from Network Service Provider)
 - (3) Force Majeure Event exclusions; and
 - (4) Evidence to be provided for excluded unavailability;
- (e) Weather conditions:
 - (1) Daily values of measured irradiance;
 - (2) Monthly values (with year to date values); and
 - (3) Pyranometer unavailability with start and stop times;
- (f) Maintenance:
 - (1) Performed Scheduled Maintenance vs. unperformed Scheduled Maintenance in the prior month;
 - (2) Unscheduled Maintenance performed in the prior month, including all faults experienced, steps taken to rectify faults, start time and resolved time of all the events with the all equipment and DC capacity affected;
 - (3) Scheduled Maintenance for the next month;
 - (4) Details on warranty claims and expiry dates of warranted components;
 - (5) Spare Parts used and available in the Principal Inventory;
 - (6) Maintenance photographs (as Appendix A of the monthly report); and
 - (7) Copies of service reports associated with maintenance activities;
- (g) Organisation:
 - (1) Key staff and any changes;
 - (2) Subcontractors used and changes;
 - (3) Claims / disputes between Contractor and Subcontractors; and
 - (4) Date and time logs of staff presence on site including purpose;
- (h) Health and Safety incidents and hour summary (man-hours, lost time, etc.); in accordance with the document titled "Atmos Renewables WHS & Environmental Reporting Requirements";
- (i) Cyber incidents
- (j) Environmental activities and incidents;
- (k) Any other issues of concern and issues carried forward from previous month;
- (l) Any major activity to be conducted in the next month; and
- (m) Appendix A: Photographs of maintenance and any other issues before and after resolution.

14.2 **Annual report**

The Contractor shall submit, one week after the end of each Service Year, an annual report which will compile and summarise the content of the previous twelve-monthly reports with the addition of:

- (a) Performance and availability test reports;
- (b) Any other issues of concern; and

- (c) Overview of any incidents/faults that have affected the performance of the Facility over the last Service Year.

14.3 **Grid Event Reporting**

The Contractor shall submit a Grid Event Report in accordance with the template at Appendix C within 2 business days of one or more of the following events:

- (a) There is an unplanned trip of a circuit breaker at the site;
- (b) There is a significant fault event on the network managed by the Network Service Provider;
- (c) The site does not perform in accordance with its Generator Performance Specification; and
- (d) There is a failure of primary communication or the control system.

15 **Operation and Maintenance Manuals**

The Principal must provide, and the Contractor must maintain currency of Operation and Maintenance Manuals in accordance with clause 9.

Part B – Unscheduled Maintenance

This Part B describes the Unscheduled Maintenance to be performed by the Contractor during the Service Term.

1 General

- (a) Unscheduled Maintenance consists of any maintenance, repairs, replacement or other corrective actions required to ensure the Facility continues to comply with the standards contemplated by this agreement (including clause 5.3(a) of the Commercial Terms) which are unscheduled, unplanned, reactive or corrective.
- (b) Subject to clause 1(c) of this Part B of Schedule 3, Unscheduled Maintenance will include the rectification of any part of the Facility which does not comply with the standards contemplated by this agreement (including clause 5.3(a) of the Commercial Terms).
- (c) Unscheduled Maintenance will not include the initial rectification of Pre-Existing Facility Defects in accordance with clause 8.1 of the Commercial Terms (but, for the avoidance of doubt, will include any defect in that rectification work).

2 Breakdown response

- (a) The breakdown response services generally consist of unplanned or random maintenance tasks undertaken in response to affected plant becoming inoperable or unusable.
- (b) The Contractor must provide a breakdown response service on a 24 hour-seven day basis, including a register of breakdowns and responses.
- (c) All breakdowns must be logged and notified to the Principal as soon as practicable and must include the following information as a minimum:
 - (1) equipment and services impacted;
 - (2) likely root cause of breakdown;
 - (3) the Contractor's classification of the breakdown (per tables below); and
 - (4) actions being taken by the Contractor to respond and rectify the breakdown.
- (d) During non-regular business hours an on-call service must be in place with a maximum response time of the following:
 - 2 hours response time- whole plant trip, PPC or SCADA system failure resulting in loss of remote control of plant or failure to follow dispatch targets;
 - 4 hours response time – AC feeder trip or fault; and
 - 6 hours response time – Inverter, or other Power Conversion Unit component, trip or fault.