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Clean Energy Regulator

DEED

DEED TO PARTICIPATE IN THE SPV INITIATIVE
AS AN INSTALLER APP PROVIDER

Commonwealth of Australia as represented by the Clean Energy Regulator
(ABN 72 321 984 210)

Powered Projects Pty Ltd
(ABN 82 601 838 671)

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DEED**DEED TO PARTICIPATE IN THE SPV INITIATIVE AS AN INSTALLER APP PROVIDER**

Parties

This Deed is made between and binds the following parties (**the parties**):

1. **Commonwealth of Australia as represented by the Clean Energy Regulator** (ABN 72 321 984 210)
5 Farrell Place, Canberra, Australian Capital Territory, 2601 (**the CER**)
2. **Powered Projects Pty Ltd**
ABN 82 601 838 671 (**the Provider**)

Context

This Deed is made in the following context:

- A. The SPV Initiative (**the Initiative**) was established by the CER to support the Small-scale Renewable Energy Scheme (**the Scheme**) under the *Renewable Energy (Electricity) Act 2000* (Cth) (**the REE Act**).
- B. The Scheme offers a financial incentive for individuals and small businesses to install eligible small-scale renewable energy systems. Owners of eligible systems may be entitled to receive small-scale technology certificates (**STCs**), which can be sold to electricity retailers to meet their obligations to source and surrender STCs under the REE Act.
- C. Small-scale renewable energy system owners can obtain STCs, including by having Registered Persons apply to the CER via the Renewable Energy Certificate Registry for the registration of STCs. Registered Persons (usually agents, retailers or installers) submit the information required by the CER to register the STCs.
- D. As one of the small-scale renewable energy systems covered by the Scheme, solar panels must be one of the models listed on the Clean Energy Council's approved photovoltaic modules list (**Approved Modules List**) to be eligible for STCs in accordance with the REE Regulations. The Approved Modules List records each Solar Panel model that has satisfied the terms and conditions of the Clean Energy Council (**CEC**), the manufacturer of the Solar Panel model or authorised supplier, and the approval expiry date.
- E. The CEC maintains the Approved Modules List and manages the processes for parties seeking to apply for module listing as well as decisions for delisting. The CEC makes decisions to accept or reject applications for module listing and the delisting of modules according to its terms and conditions for listing a module on the Approved Modules List. The CEC also manages an accreditation scheme for installers to be accredited to install modules on the Approved Modules

List. Modules on the Approved Modules List installed by CEC accredited installers are eligible for STCs (consistently with the REE Regulations 2001). The CEC determines approval of applications for or revocation of the accreditation of installers and determines the accreditation terms and conditions for accredited installers.

- F. The Initiative is a collaborative effort between the CER and industry. It provides an alternative means of verifying that Solar Panel Serial Numbers correspond to Solar Panel models on the Approved Modules List, thereby facilitating the early identification of unverifiable Solar Panel Serial Numbers as well as streamlining the processing of STCs.
- G. The Initiative allows Users of a mobile app (**Installer App**) to check a Solar Panel's serial number against a Database of verified manufacturer serial numbers for Solar Panels matching models on the Approved Modules List. The User submits Solar Panel information (**Data Package**) using the Installer App for checking by a Verification Service.
- H. If the Solar Panel Serial Numbers in the Data Package are verified against a Verification Service Database, the relevant Verification Service issues a digitally signed Verification Response to the Installer App.
- I. Upon receipt of a Verification Response from the Verification Service, the Installer App issues the User with a Signed Data Package containing a digital record of information about the installed Solar Panels together with a Customer Record. The Signed Data Package may be used by a Registered Person to support the processing of STCs as part of the Scheme.
- J. The integrity of the Scheme is crucial to ensuring its effective operation and for maintaining consumer confidence. It is expected that participants in the Initiative, including Installer App Providers, will at all times act in the best interests of the Initiative and the Scheme. Failure to act in the best interests of the Initiative may lead to suspension and/or termination of the Provider's participation in the Initiative.
- K. The CER is entering into standardised deeds with Installer App Providers and to implement the SPV Initiative and to ensure that these providers are subject to the same requirements and responsibilities.
- L. The Provider agrees to provide an Installer App under the Initiative on the terms and conditions set out under this Deed.

Operative provisions

In consideration of the mutual promises contained in this document, the parties to this Deed agree as follows:

1. Definitions and Interpretation

1.1. Definitions

- 1.1.1. Unless the contrary intention appears, a term in bold type has the meaning shown opposite it:

Approved Entity	means an Australian based manufacturer or an Australian based nominated importer for an overseas manufacturer that: <ul style="list-style-type: none">a. has been subject to organisational due diligence completed by the CER;b. has been approved by the CER to provide Solar Panel data to a Verification Service Provider for the purposes of the Initiative;c. is listed on GitHub by the CER as an approved entity, and with whom a Verification Service Provider has entered into an arrangement to obtain Database information, including Solar Panel Serial Number data.
Approved Modules List	means the list of building approved (fire-tested) Solar Panel modules that meet the terms and conditions set by the CEC as published on its website from time to time
Business Day	means a day that is not a Saturday, Sunday, bank holiday or public holiday in the Australian Capital Territory, Australia
CEC	means the Clean Energy Council Limited (ABN 84 127 102 443) an Australian public company limited by guarantee and registered with the Australian Securities and Investments Commission
CER	means the Clean Energy Regulator including any other Commonwealth department or agency which may become responsible for administering this Deed
CER Information	means information that comes into the Provider's possession or knowledge by virtue of the Initiative
CER's Representative	means the person specified (by name or position) in Schedule 1 or any substitute notified to the Provider
Commencement Date	means the date on which this Deed is signed by the last party to do so

Conformance Testing	means any testing undertaken to confirm that an Installer App complies with the Technical Specifications and the requirements of this Deed
Contact Officer	means the CER's representative for the purposes of this Deed who is the person specified (by name or position) in Schedule 3 or any substitute notified by the CER
Customer	means the owner of a property or site on which a solar PV system is installed
Customer Record	means a customer record created by the Provider's Installer App as a record of the verification of the serial numbers of installed Solar Panels under the Initiative and comprises relevant information from a Signed Data Package presented in a readily-accessible format which must include the information in Item 3 of Schedule 1 and comply with any applicable requirements of the Technical Specifications and any directions given by the CER
Data Package	means information about Solar Panels and Solar Panel Serial Numbers submitted by a User for verification against the Verification Service Provider Database through use of the Installer App
Database	means a Verification Service Provider's electronic database of Solar Panel information that has passed Conformance Testing, including that its list of Solar Panel Serial Numbers are for models on the Approved Modules List and that they are sourced from an Approved Entity and comply with all other requirements set out in the Technical Specifications
Deed	means this Deed, including any schedules to this Deed
Eligible Data Breach	has the same meaning as it has in the <i>Privacy Act 1988</i> (Cth)
GitHub	means the online account or the part of the online platform managed and maintained by CER on the GitHub website < https://github.com > where Providers can access relevant Initiative information, including up-to-date list of Approved Entities, Verification Service Providers, Installer App Providers, and the current version of the Technical Specifications

Guidelines	means the Guidelines for use of the Logo set out in Annexure B, as updated from time to time
Information Officer	means any of the information officers appointed under the <i>Australian Information Commissioner Act 2010</i> (Cth) when performing privacy functions as defined in that Act
Initiative	means the SPV Initiative administered by the CER and described in Schedule 1 that allows Data Packages for Solar Panels to be verified through use of both the Installer App and the Verification Service to streamline the creation of STCs under the Scheme, including any other mandatory functions as specified in the Technical Specifications such as provision of manufacturer warranty information
Installer App	means a software application for a mobile device to facilitate verification of Data Packages using the Verification Service, as further described in the Technical Specifications at Schedule 1 to this Deed
Installer App Provider	means a developer or provider of an Installer App which has been approved by the CER to provide an Installer App for the purposes of the Initiative and which is listed on GitHub
Logo	means the SPV logo shown at Schedule 2 or as otherwise notified to the Provider by CER
Optional Function	means a non-mandatory function provided by the Installer App Providers as a service associated with the Installer App
Personal Information	has the same meaning as it has in the <i>Privacy Act 1988</i> (Cth)
Provider Confidential Information	means information disclosed by the Provider to CER which is specifically identified in Schedule 4 provided that this information is not in the public domain as at the disclosure date
Provider's representative	means the Provider's representative for the purposes of this Deed who is the person specified (by name or position) in Schedule 3 or any substitute notified by the Provider
PV	means photovoltaic

REE Act	means the <i>Renewable Energy (Electricity) Act 2000</i> (Cth)
REE Regulations	means the <i>Renewable Energy (Electricity) Regulations 2001</i> (Cth)
REC Registry	means the renewable energy certificate registry established by the CER as an online system which allows the creation, registration, transfer and surrender of STCs
Registered Person	means a person registered under Division 2 of Part 2 of the REE Act
Related Mark	means any trade mark or logo (other than the Logo) that has been or may be developed for the purposes of the Initiative, the Scheme or the CER, whether or not it is the subject of a trade mark application or registration
Scheme	means the Small-scale Renewable Energy Scheme under the <i>Renewable Energy (Electricity) Act 2000</i> (Cth)
Signed Data Package	means a Data Package which has been verified by a Verification Service through issuance of a Verification Response to an Installer App and which is produced by the Installer App to facilitate preparation of an application to the CER for registration of STCs for Solar Panels
Solar Panel or Panel	means a solar PV module
Solar Panel Serial Number	means the serial number of a Solar Panel.
STC	means a small-scale technology certificate as defined in section 5 of the REE Act
Technical Specifications	means the specifications for the design, functionality, performance, security and other features of the Installer App and/or the Verification Service, being the Message Interface Standard, as updated by the CER from time to time, and as described in in Schedule 1 and Annexure A
Territory	means the Territory for the use of the Logo in Schedule 2
User	means a person who is a CEC accredited Solar Panel installer and is registered to use an Installer App

Verification Response	means a digitally signed response confirming verification of a Data Package by a Verification Service which is sent to the Installer App and which includes all mandatory information specified in the Technical Specifications
Verification Service	means the electronic Database service delivered and managed by a Verification Service Provider through which Data Packages may be submitted for verification by use of an Installer App and which must comply with any stated mandatory functions as described in the Technical Specifications
Verification Service Provider	means a provider of a Verification Service which has been approved by the CER to provide a Verification Service for the purposes of the Initiative and which is listed on GitHub
Written Statement	means the written statement required under clause 3.5.1.

1.2. Interpretation

1.2.1. In this Deed, unless the contrary intention appears:

- a. words in the singular include the plural and words in the plural include the singular;
- b. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- c. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- d. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- e. a reference to an Item is a reference to an Item in the Schedule;
- f. the Schedule and any Attachments form part of this Deed;
- g. if any conflict arises between the terms and conditions contained in the clauses of this Deed and any part of the Schedule (and Attachments if any), the terms and conditions of the clauses prevail;
- h. if any conflict arises between any part of the Schedule and any part of an Attachment, the Schedule prevails;
- i. wherever the context permits "CER" and "the Provider" include their respective successors in title or assignees; and

- j. in the interpretation of this Deed no rules of construction apply to the disadvantage of any party on the basis that it put forward this Deed.

1.3. Guidance on construction of Deed

- 1.3.1. As far as possible, all provisions of this Deed will be construed so as not to be void or otherwise unenforceable.
- 1.3.2. If anything in this Deed is void or otherwise unenforceable then it will be severed and the rest of the Deed remains in force.
- 1.3.3. A provision of this Deed will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

2. Commencement and duration

- 2.1.1. This Deed commences on the Commencement Date.
- 2.1.2. Subject to clause 2.1.3, the parties agree that in the absence of termination of this Deed or any other agreement, this Deed will continue for a period of 3 years (**Initial Term**).
- 2.1.3. The parties agree that the CER will have the option to extend the Deed beyond the Initial Term by one or more periods up to an additional 7 years in total by giving the Provider written notice of the required extension no later than 14 days prior to the end of the then current term or after a shorter period of notice as may be agreed with the Provider.

3. The Provider's role and obligations

3.1. The Provider's role

- 3.1.1. The Provider warrants and represents that it is:
- a. based in Australia and holds an Australian Business Number; and
 - b. a fit and proper person in accordance with section 3L of the REE Regulations.
- 3.1.2. In accordance with the terms of this Deed, the Provider will:
- a. provide and make available to Users an Installer App to access the Verification Service and to support the aims and objectives of the Initiative and the Scheme;
 - b. enable Users to use the Installer App to verify that Solar Panel Serial Numbers correspond to Solar Panel models on the Approved Modules List;
 - c. ensure it enters into appropriate legal arrangements with a Verification Service Provider or Verification Service Providers to enable the verification of Data Packages and issuance of Verification Responses using the Installer App as appropriate;

- d. ensure the Installer App can send Data Packages to a relevant Verification Service for verification as specified in the mandatory requirements of the Technical Specifications;
- e. ensure the Installer App delivers a Signed Data Package to the User free of any additional fee upon receipt of a Verification Response from a Verification Service Provider and as specified in the mandatory requirements in the Technical Specifications;
- f. ensure the Installer App creates and makes available to the User a Customer Record for each Signed Data Package that the Installer App creates, and subject to the terms of this Deed, delivers the Customer Record to the User; and
- g. make its Installer App available on a range of platforms in accordance with the mandatory requirements in the Technical Specifications.

3.2. The Provider's obligations

3.2.1. As part of its obligations under this Deed, the Provider agrees:

- a. to ensure that the Installer App complies with all relevant requirements under this Deed including the Technical Specifications and as otherwise specified by the CER;
- b. to use information provided by Verification Service Providers and Users solely for the purposes of providing the Installer App under the Initiative and in accordance with all applicable laws, including but not limited to intellectual property rights, confidentiality and privacy obligations;
- c. not to provide any false or misleading information to the CER, Verification Service Providers, Users or any other person in connection with the Initiative or Scheme or in relation to the use of its Installer App, including, but not limited to, information provided by its Installer App;
- d. to provide its Installer App to Users in accordance with the Technical Specifications and, unless otherwise provided in this Deed, may charge a reasonable fee for doing this;
- e. where referred to under the Technical Specifications or as otherwise agreed with the CER, and subject to any requirements imposed by the CER, to provide any Optional Function for Installer App Providers as an associated service;
- f. not to unreasonably limit the use of the Installer App by Users under any third party agreement, licence, membership, subscription, or in any other manner;
- g. to have a dispute resolution process to promptly deal with any complaints or issues raised about the Installer App by a Verification Service Provider and or Users;

- h. to make any changes to the Installer App that are reasonably requested by the CER;
- i. to comply with all reasonable directions issued by the CER in relation to the Provider's provision of the Installer App and its participation in the Initiative;
- j. to perform its obligations under this Deed at all times in good faith and act in the best interests of the Scheme when participating in the Initiative; and
- k. to co-operate fully with the CER and others, including as directed by the CER, in providing the Installer App and complying with its obligations under this Deed.

3.3. Installer App requirements

3.3.1. In relation to the Installer App offered by the Provider, the Provider must ensure its Installer App:

- a. collects relevant Solar Panel information from Users as Data Packages which are then sent to Verification Service Providers for verification in accordance with the Technical Specifications;
- b. is able to facilitate verification by Verification Service Providers of Solar Panel Serial Numbers against their Verification Service Databases in accordance with the Technical Specifications;
- c. is able to receive Verification Responses from Verification Service Providers;
- d. upon receipt of a Verification Response from a Verification Service Provider, delivers to the User a Signed Data Package which complies with the mandatory requirements in the Technical Specifications and which is capable of forming part of an STC for registration by the REC Registry;
- e. delivers a Written Statement to the User together with each Signed Data Package it delivers to the User;
- f. creates a Customer Record for each Signed Data Package it produces in response to a Verification Response received from a Verification Service and makes this Customer Record available to the User in accordance with the requirements in this Deed and the Technical Specifications;
- g. is accessible to all Users, including those who use assistive technology; and
- h. complies with the Technical Specifications at all times.

3.3.2. The Provider must offer all mandatory functions relating to the provision of the Installer App that are specified in the Technical Specifications, including facilitating the provision of warranty information through use of the Installer App.

3.3.3. The Provider may, at its discretion and with the CER's prior written permission which may be granted at the CER's discretion and subject to any conditions the CER deems fit, offer any Optional Functions associated with provision of the Installer App that are referred to in the Technical Specifications.

- 3.3.4. If the Provider offers an Optional Function for Installer App Providers that is referred to in the Technical Specifications, this function must comply with all applicable requirements under this Deed and the Technical Specifications.
- 3.3.5. The Provider must not offer any other Optional Functions for the Installer App without the CER's prior written permission, which may be granted at the CER's discretion and subject to any conditions the CER deems fit, where the Optional Function has a connection with elements of the Technical Specification or requirements of the Deed.
- 3.3.6. The Provider may at its discretion charge a fee to Users for access to any Optional Functions that are validly provided by it in association with its Installer App.
- 3.3.7. Where the Provider provides an Optional Function for Installer App Providers, it agrees that all relevant provisions of this Deed including without limitation provisions relating to confidentiality and security, liability, dispute resolution, suspension and termination apply to provision of the Optional Function.
- 3.3.8. As part of providing its Installer App, the Provider must have appropriate legal arrangements in place with Verification Service Providers which:
- a. enable the Provider to send Data Packages to Verification Services for verification under the Initiative;
 - b. require Verification Service Providers to facilitate and cooperate in the provision of the mandatory functions of the Installer App (including the provision of a Written Statement and warranty information to Users and Customers) and any Optional Functions as may be agreed between the parties and consistently with the requirements of this Deed and the Technical Specifications;
 - c. grant Verification Service Providers the necessary rights, licences and consents (including without limitation those relating to intellectual property rights, confidentiality and privacy) to access and use the information provided by the Provider and its Users (through use of the Installer App) to provide Verification Services;
 - d. require Verification Service Providers to obtain and provide the necessary rights, including licences and consents (including without limitation those relating to intellectual property rights, confidentiality and privacy) to enable the Provider to access and use information provided by the relevant Verification Services as part of the functions undertaken through use of the Installer App, including issuing Signed Data Packages, Verification Responses, Written Statements and Customer Records to Users;
 - e. require Verification Service Providers to ensure the accuracy, currency, completeness and integrity of the information they supply to the Provider for the purposes of the Installer App, including without limitation the Solar Panel Serial Numbers, Verification Responses, Written Statements and warranty information relating to Solar Panels covered by the Initiative; and

- f. ensure Verification Service Providers promptly notify the Provider of any matters which they become aware of that may affect the integrity and operation of the Installer App or Initiative.
- 3.3.9. The Provider must have legal agreements in place with platform providers to enable Users to download and use the Installer App under the Initiative.
- 3.3.10. The Provider must ensure that its Users of the Installer App agree to comply with appropriate terms and conditions of use to enable the Provider to comply with its obligations under this Deed and to otherwise protect the integrity of the Initiative prior to the User being able to download and use the Installer App, including without limitation:
- i. an acknowledgement by the User that the Installer App and the information provided by using the Installer App is provided on an 'as is', 'as available' basis;
 - ii. an acknowledgement that the Provider may withdraw, suspend or terminate access to the Installer App at any time without providing reasons;
 - iii. a disclaimer as to the continuing availability of the Installer App to access the Verification Service under the Initiative;
 - iv. a disclaimer in respect of the accuracy, currency or utility of any Customer Record or Signed Data Package issued through use of the Installer App;
 - v. a requirement that the User may only access and use the Installer App strictly in accordance with the terms and conditions of use and any guidelines or instructions provided to the User by the Provider;
 - vi. a requirement that the User does not provide false, misleading or fraudulent information through use of the Installer App;
 - vii. a requirement that the User protects its username and password that allows access to the Installer App against unauthorised use;
 - viii. a requirement that the User promptly installs any updates made available to them by the Provider from time to time;
 - ix. an acknowledgement of the matters that are the subject of the Provider's representations in clause 3.5;
 - x. a requirement that, unless otherwise agreed in writing between the User and the Customer, the User must promptly give to the Customer (or the Customer's nominee) electronic copies of all Signed Data Packages, Customer Records and Written Statements received by the User through use of the Installer App no later than 3 Business Days after receiving those items from the Installer App; and
 - xi. an indemnity in respect of any damage, losses or costs suffered or incurred by the Provider or the CER which may arise from any claim,

action or proceeding against either or both them in respect of the access and use of the Installer App by the User.

- 3.3.11. The Provider acknowledges that it is responsible for ensuring that use of the Installer App does not compromise the integrity of the Initiative, that it is at all times compliant with the requirements of this Deed and the Technical Specifications and that it cooperates fully with all relevant parties in providing the Installer App.

3.4. The Provider's assurance and audit obligations

- 3.4.1. The Provider must:
- a. implement a compliance framework in relation to its Installer App, which at a minimum:
 - i. ensures organisational due diligence is undertaken in respect of the Verification Service Provider with which the Provider has entered into legal arrangements;
 - ii. ensures the accuracy and integrity of information provided by the Installer App including without limitation Data Packages, Signed Data Packages, Customer Records and Written Statements;
 - iii. provides for regular reporting to the CER in relation to the information collected by and accessed through its Installer App;
 - iv. establishes arrangements to address relevant requirements concerning use of the information provided to and accessed by the Provider for the Installer App under the Initiative, including without limitation arrangements regarding intellectual property, confidentiality and privacy; and
 - v. addresses any other matters reasonably requested by the CER;
 - b. have procedures in place to ensure the integrity of information collected by and accessed through its Installer App, including but not limited to procedures to ensure:
 - i. the Installer App does not collect information or data that is incorrect, incomplete, or which may otherwise comprise the integrity of the Initiative or the Scheme;
 - ii. the Installer App does not issue Signed Data Packages or Customer Records for Data Packages which have not been appropriately verified by a relevant Verification Service;
 - c. undertake regular Conformance Testing itself and allow the CER to undertake its own Conformance Testing of the Installer App as required;
 - d. permit the CER to undertake periodic and random audits to ensure the currency and integrity of the data collected by and accessed through the

Installer App, including but not limited to information provided to Users, Verification Service Providers and the CER; and

- e. ensure that it complies with all relevant legislation including under the REE Act, regulatory requirements, standards and guidelines.

3.5. The Provider's representations

3.5.1. The Provider agrees to:

- a. ensure that with each Signed Data Package issued to the User by the Installer App, the Installer App also:
 - i. issues a Written Statement to the User; and
 - ii. makes available to the User, subject to the terms of this Deed, a corresponding Customer Record;
- b. ensure that the Written Statement issued to the User by the Installer App confirms that:
 - i. the relevant Verification Service has verified that the Solar Panel Serial Numbers provided in the Data Package correspond to models on the Approved Modules List based on information stored in the Verification Service Provider's Database;
 - ii. the issuance of a Signed Data Package to a User by the Installer App does not give the User or Registered Person a right to obtain STCs or to have an application to register STCs processed outside of the CER's usual processing times;
 - iii. a Solar Panel corresponding to a Solar Panel Serial Number verified by the relevant Verification Service through use of the Installer App has not been specifically approved, authorised, tested, inspected or checked in any way, including without limitation in relation to safety or quality, other than having its Solar Panel Serial Number checked against the Database maintained by the relevant Verification Service Provider;
- c. ensure that all Customer Records issued to Users by the Installer App include at a minimum the information set out in Item 3 of Schedule 1 and comply with the Technical Specifications (where applicable) or any direction given by the CER;
- d. not to otherwise make any other promise, statement or representation or to give any guarantee, assurance or warranty that directly or indirectly indicates that use of the Installer App:
 - i. gives a User the right to receive a Signed Data Package or Customer Record;
 - ii. gives a Registered Person the right to register an STC;

- iii. gives a Registered Person the right to have an application to register STCs processed outside of the CER's usual process and processing times; or
- iv. indicates or suggests that a Solar Panel corresponding to a Solar Panel Serial Number verified using the Installer App has been specifically approved, authorised, inspected, tested or checked in any way, including without limitation in relation to safety or quality, other than having its Solar Panel Serial Number checked against the Database.

3.6. Notifications and reporting by the Provider

3.6.1. The Provider agrees to:

- a. promptly notify:
 - i. the CER if it has reasonable grounds to suspect that an Approved Entity, Verification Service Provider, User or any other person using its Installer App may be in breach of the REE Act or other relevant legislation, accreditation or licensing scheme, or is engaging in conduct that could reasonably be considered to undermine the integrity of the Initiative and or Scheme or adversely affect consumer confidence;
 - ii. the CER if the Provider or its Installer App does not comply with the requirements under this Deed or that it has reason to suspect that the integrity of the information collected by or accessed through its Installer App has otherwise been compromised; or
 - iii. the CER and the CEC if it has reason to suspect that the Approved Modules List contains Solar Panels that are unapproved, counterfeit, under-wattage, illegally imported or that they do not otherwise meet Australian Standards;
- b. immediately recall and promptly report to the CER any information, including any Customer Records or Signed Data Packages or Written Statements, provided by the Installer App which do not comply with the requirements under this Deed or where their integrity has otherwise compromised;
- c. collect and provide in a timely manner any information, data, and reports requested by the CER.

3.7. Requests for further information about the Provider

3.7.1. The Provider agrees:

- a. to promptly provide to the CER upon its request, any documentation or other information that is reasonably necessary to:
 - i. confirm the identity of any of the Provider's directors or its personnel to the satisfaction of the CER;

- ii. undertake organisational due diligence to assess suitability of the Provider's participation in the Initiative; or
- iii. establish that the Provider has capacity to provide the Installer App;
- b. that the CER may at any time undertake a fit and proper person assessment of the Provider's directors or its personnel in a manner that is consistent with section 3L of the REE Regulations.

3.8. Notification of change in circumstances

- 3.8.1. The Provider must notify the CER where the Provider:
 - a. has a change of Directors; or
 - b. a substantial change in its controlling interest,within 5 Business Days of the change taking effect.
- 3.8.2. Upon providing notification, any actions and notice periods available under the REE Act will also apply to the Provider where applicable.
- 3.8.3. For situations not covered under the REE Act, the CER will advise the Provider of any issues that require resolving regarding the said change within 15 business days of receipt of the Provider's advice.
- 3.8.4. Where the CER identifies issues as a result of the notice received under clause 3.8.1 or otherwise through its own investigations, it may issue a notice to the Provider suspending its Installer App from issuing Signed Data Packages and or from further use by Users.
- 3.8.5. The Provider has 20 business days from receipt of the notice under clause 3.8.1 to rectify any issues identified in that notice by the Provider.
- 3.8.6. If after 20 business days the issue remains unresolved, the CER may advise the Provider that the Deed will be terminated along with their participation in the Initiative.

4. CER's role, responsibilities and rights

4.1. The CER's role

- 4.1.1. The CER is an independent statutory authority established by the *Clean Energy Regulator Act 2011* (Cth) and has such functions as are conferred on it by or under statute, including functions in relation to the registration of STCs and monitoring, facilitating and enforcing compliance with the legislation it administers, including the REE Act.
- 4.1.2. The CER administers the Scheme and oversees the Initiative as part of its measures to support the Scheme.
- 4.1.3. For the purposes of the Initiative, the CER is responsible for:
 - a. managing the Initiative and its ongoing operation in support of the Scheme;

- b. approving both Verification Service Providers and Installer App Providers eligible to participate in the Initiative;
- c. approving Approved Entities eligible to provide information to Verification Service Providers for the Database used by their Verification Service;
- d. liaising with the CEC, Verification Service Providers, and Installer App Providers about matters relevant to the Initiative and the Scheme, including regarding the Approved Modules List;
- e. determining the Technical Specifications and other requirements that apply to the Installer App Providers and the use of Installer Apps;
- f. the operation of the REC Registry for the purposes of the Scheme; and
- g. the registration of STCs under the REE Act via the REC Registry.

4.2. The CER's responsibilities and rights

4.2.1. As part of its responsibilities under this Deed, the CER will:

- a. undertake processes such as organisational due diligence and other checks as required to approve and confirm the ongoing participation of Approved Entities, Verification Service Providers, and Installer App Providers (including the Provider) in the Initiative;
- b. maintain and manage GitHub for the purposes of providing a list of those Approved Entities, Verification Service Providers and Installer App Providers approved to participate in the Initiative as well as other relevant information regarding the Initiative, including the current version of the Technical Specifications;
- c. provide and ensure the currency of the Technical Specifications;
- d. ensure the REC Registry is able to accept Signed Data Packages that conform to the requirements in the Technical Specifications; and
- e. undertake Conformance Testing and other technical compliance checks of the Installer App as required to ensure these comply with the requirements of this Deed and the Technical Specifications.

4.2.2. In accordance with the terms of this Deed, the CER may:

- a. refuse or reject a Signed Data Package in its absolute discretion;
- b. suspend or prevent an Approved Entity from providing information for the purposes the Initiative at any time without notice and in its absolute discretion;
- c. make reasonable changes to the Initiative, including but not limited to the Technical Specifications, at any time by giving not less than 14 days' written notice to the Provider;

- d. publish information about the Provider if the Provider fails to meet the requirements of this Deed or this Deed is suspended or terminated by the CER;
 - e. at any time undertake a fit and proper person assessment of the Provider or its personnel in a manner that is consistent with section 3L of the REE Regulations; and
 - f. request proof of identity in relation to the Provider who is an individual or, if the Provider is a body corporate or body politic, in relation to a person who is a director or other office holder of the Provider.
- 4.2.3. Nothing in this Deed is intended to affect the CER's ability to exercise its legislative powers, functions or responsibilities or the manner in which it may decide to do so.
- 4.2.4. The CER reserves its rights to exercise any legislative power, function or responsibility conferred on it by the REE Act or other relevant legislation at its discretion and in any way permitted by law.
- 4.2.5. The CER does not give any warranty or make any representation that it will assess STCs created using an Installer App in any manner that is different to STCs created by a person who has not used an Installer App, including but not limited to, speed of processing, documentation that might be required to be provided, manner of assessment, audit, verification or registration of an STC.

5. Intellectual property and use of the Logo

5.1. Grant of licence

- 5.1.1. The CER hereby grants to the Provider a non-exclusive, royalty-free licence to use and sublicense use of the Logo within the Territory for the term of this Deed subject to the requirements and conditions of this clause 5.
- 5.1.2. The CER may at any time:
- a. immediately vary, suspend, withdraw or terminate the licence granted under this clause 5 upon the giving of written notice to the Provider and for any reason;
 - b. require the Provider to immediately vary, suspend, withdraw or terminate any sublicense granted by the Provider under clause 5.7 subject to any conditions notified to the Provider by the CER.
- 5.1.3. Where the Logo is registered or becomes registered as a certification mark, the Rules for use of the Logo take precedence to the extent of any inconsistency with the requirements of this clause 5.

5.2. Quality control

- 5.2.1. The Commonwealth may, on the giving of reasonable notice, require the Provider to submit to the CER samples of packaging, publications, website material, promotional and/or advertising material produced in connection with

the Provider's use, or its sublicensee's use, of the Logo for examination by the CER in order to determine whether such use of the Logo complies with the terms and conditions of this Deed.

5.2.2. If the CER determines that the Provider's use or its sublicensee's use of the Logo does not comply with the terms and conditions of this Deed, the CER will, in a notice to the Provider, specify:

- a. the details of the non-compliance;
- b. measures that the CER requires the Provider and/or its sublicensees to take to rectify or otherwise address the non-compliance; and
- c. a period within which the measures specified under paragraph b are to be taken.

5.3. Reputation and goodwill

5.3.1. All reputation and goodwill attaching to the use of the Logo by the Provider and, where applicable, its sublicensees, will enure for the benefit of the CER.

5.3.2. Nothing in this Deed confers upon the Provider or any of its sublicensees any right, title or interest in or to the Logo.

5.4. Preservation of trade marks

5.4.1. The Provider undertakes that neither it, nor any of its directors, employees, agents or sublicensees will directly or indirectly:

- a. challenge the validity of any current or future trade mark registration for the Logo or any similar marks or Related Marks by the CER or any person or entity approved by the CER;
- b. oppose any current or future trade mark applications incorporating the Logo or any similar marks or Related Marks that are made by the CER or any person or entity approved by the CER; or
- c. challenge the subsistence of copyright in the Logo or any similar marks or Related Marks.

5.4.2. The Provider will not directly or indirectly apply to register any trade mark, business name, company name or domain name incorporating any element of the Logo or the name of the Initiative or any similar name or mark or any Related Marks without the prior written consent of the CER.

5.5. Acknowledgements

5.5.1. The Provider acknowledges that the Logo and any similar marks or Related Marks are the exclusive property of the CER and that it will not directly or indirectly assert any claim of ownership in these marks, including any claim of ownership in relation to any trade mark rights, reputation and goodwill attaching to, or copyright subsisting in, the marks.

- 5.5.2. The Provider acknowledges and agrees that copyright in the Guidelines and in any Rules for use of the Logo or any Related Marks is owned by the Commonwealth, and that it will not directly or indirectly assert any claim of copyright ownership in respect of the Guidelines or the Rules.
- 5.5.3. The Provider acknowledges and agrees that its compliance with this Deed is not dependent on the registrability or validity of the Logo or any similar marks or Related Marks as registered trade marks under the *Trade Marks Act 1995*, nor the subsistence of copyright in the Logo or in any similar marks or Related Marks or in the Guidelines.
- 5.6. Powers of authorised users**
- 5.6.1. Except where expressly provided under this Deed or otherwise agreed in writing between the parties, any statutory or common law rights otherwise granted to the Provider or any of its sublicensees as authorised users of the Logo in the Territory are hereby excluded.
- 5.7. Sublicensing**
- 5.7.1. The Provider may only sublicense its rights in relation to the Logo subject to the requirements and conditions in this clause 5 and Schedule 2 or otherwise in accordance with any separate written consent given by the CER.
- 5.7.2. The CER may consent to or reject any request to sublicense the rights granted under clause 5.1 in its absolute discretion and subject to any conditions it sees fit.
- 5.7.3. Where the Provider is permitted to sublicense its rights under this clause 5, the Provider must ensure that:
- a. it enters into sublicensing agreements with any permitted sublicensees on terms and conditions equivalent to the terms set out in this clause 5 unless otherwise specifically stated;
 - b. its sublicensing agreements with any permitted sublicensees exclude the right to further sublicense use of the Logo;
 - c. it has the right to immediately vary the terms and conditions of any sublicense agreement or to suspend or terminate any sublicense granted upon the giving of written notice to the sublicensee and for any reason;
 - d. suspension of any sublicense that the Provider grants to its permitted sublicensees occurs simultaneously with any suspension of the licence granted under this clause 5;
 - e. termination of any sublicense that the Provider grants to its permitted sublicensees occurs simultaneously with termination of the licence granted under this clause 5.

5.8. Infringement

- 5.8.1. The Provider must immediately notify the CER if it detects or reasonably suspects any third party trade mark infringement or copyright infringement relating to the Logo, any similar marks or Related Marks of the CER or its authorised users, or in relation to the Guidelines.
- 5.8.2. Notwithstanding clause 5.8.1, the CER will be under no obligation to bring trade mark or copyright infringement proceedings or related proceedings or to defend any such proceedings.
- 5.8.3. The Provider will cooperate fully with the CER in the conduct of any trade mark or copyright infringement proceedings or related proceedings in respect of the Logo, any similar marks or Related Mark or the Guidelines if requested by the Commonwealth to do so.

5.9. Transfer of rights

- 5.9.1. The Provider may not transfer the whole or any part of its rights under this clause 5, without the prior written consent of the CER.

5.10. Disclaimers and warranty

- 5.10.1. To the extent permissible by law, the CER expressly excludes any warranty relating to:
- a. the acceptance of any trade mark application for the Logo or any Related Marks by the Australian Trade Marks Office, or the registrability or registration of the Logo or any Related Marks;
 - b. the validity of any trade mark registrations including any future registrations for the Logo or any Related Marks;
 - c. the subsistence of copyright in the Logo or any Related Marks or in the Guidelines.
- 5.10.2. The CER represents and warrants that to the best of its information, knowledge and belief it has the right to licence the Logo under the terms of this Deed.
- 5.11. Effect of termination**
- 5.11.1. Where the Deed expires or is earlier terminated under clause 11, the rights granted under this clause 5 also cease and the Provider must comply with any reasonable directions of the CER in relation to the use of the Logo by the Provider and/or its sublicensees or approved users.
- 5.11.2. Where use of the Installer App is suspended under clause 10, the rights granted under this clause 5 may also cease for the duration of the suspension as directed by the CER and the Provider must comply with any reasonable directions of the CER in relation to the use of the Logo by the Provider and/or its sublicensees or approved users.

6. Confidentiality of and other security obligations

6.1. Confidentiality of CER Information

- 6.1.1. The Provider acknowledges that CER Information that comes into its possession by virtue of the Initiative or this Deed is confidential and agrees to maintain confidentiality over that Information, unless:
- a. that CER Information in the public domain;
 - b. that CER Information is required by law to be disclosed;
 - c. that CER Information is permitted by this Deed to be disclosed; or
 - d. it obtains the CER's prior written consent to disclose that CER Information.
- 6.1.2. Without limiting clause 6.1.1, the Provider may also disclose the CER Information to officers, employees, agents, contractors, advisers and auditors of the Provider, to the extent necessary for the purposes of the Initiative, provided that the Provider agrees not to disclose the CER Information to such persons unless they sign a written undertaking or agreement to keep the CER Information confidential.

6.2. Security obligations of the Provider

- 6.2.1. The Provider is responsible for ensuring it has reasonable security safeguards to protect CER Information disclosed under this Deed as well as information submitted by Users via the Installer App for the purposes of verification against any loss or destruction of Information, or any unauthorised access, use, modification, disclosure, recording or other misuse of Information.

6.3. Consequences of breach

- 6.3.1. The Provider acknowledges that any failure to fully comply with any of its obligations under this clause 6 may, for the purposes of clause 11.2.1, be treated by the CER at its absolute discretion as a breach that is not capable of remedy.

6.4. Confidential Information of the Provider

- 6.4.1. Subject to clause 6.4.2, the CER will not, without the prior written authorisation of the Provider, disclose to a third party any Provider Confidential Information of specified in Schedule 4.
- 6.4.2. The obligations of the CER under this clause 6.4 will not be taken to have been breached to the extent that Provider Confidential Information:
- a. is disclosed by the CER to its Personnel solely in order to comply with its obligations, or to exercise its rights, under this contract;
 - b. is disclosed by the CER to its internal management Personnel, solely to enable effective management or auditing of contract-related activities;
 - c. is disclosed by the CER to the responsible Minister;

- d. is disclosed by the CER in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - e. is shared by the CER within the CER's organisation, or with another agency, where this serves the Commonwealth's legitimate interests;
 - f. is authorised or required by law to be disclosed; or
 - g. is in the public domain otherwise than due to a breach of this clause 6.4.
- 6.4.3. Where the CER discloses Provider Confidential Information to another person pursuant to clauses 6.4.2.a - 6.4.2.e, the CER will notify the receiving person that the information is confidential.
- 6.4.4. In the circumstances referred to in clauses 6.4.2.a, 6.4.2.b and 6.4.2.e, the CER agrees not to provide the information unless the receiving person agrees to keep the information confidential.
- 6.4.5. For the purposes of this clause 6.4, 'Personnel' includes officers, employees, agents, contractors, advisers and auditors of the Commonwealth of the CER.
- 6.4.6. The obligations under clause 6.4 in relation to an item of information described in Schedule 4 continue for the period set out there in respect of that item.

7. Obligations of the Provider in relation to privacy

- 7.1.1. The Provider agrees, in providing the Installer App:
- a. to comply with its obligations under the Privacy Act and not to otherwise do any act or engage in any practice which, if done or engaged in by the CER, would be a breach of an Australian Privacy Principle under the Privacy Act; and
 - b. to comply with any directions, guidelines, determinations or recommendations notified to the Provider by the CER from time to time to the extent that they are consistent with the obligations referred to in subclause a above.
- 7.1.2. If the Provider becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by the Provider as a result of this Deed or its provision of the Installer App, the Provider agrees to:
- a. notify the CER in writing as soon as possible, which must be no later than within 3 days; and
 - b. unless otherwise directed by the CER, carry out an assessment in accordance with the requirements of the Privacy Act.
- 7.1.3. Where the Provider is aware that there are reasonable grounds to believe there has been, or where the CER notifies the Provider that there has been, an Eligible Data Breach in relation to any Personal Information held by the Provider as a result of this Deed or its provision of the Installer App, the Provider must:

- a. take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom it relates;
 - b. unless otherwise directed by the CER, take all other action necessary to comply with the requirements of the Privacy Act; and
 - c. take any other action as reasonably directed by the CER.
- 7.1.4. The Provider agrees to notify the CER immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause 7.

8. Warranties and Liability

8.1. Provider warranties

- 8.1.1. If the Provider provides an Installer App, the Provider warrants and represents that:
- a. it has agreements with Verification Service Providers in respect of the use of Verification Services to verify of Solar Panel Serial Numbers and create Signed Data Packages and that these agreements include obligations that address the requirements in clause 3.3.2; and
 - b. the Provider and its Installer App will comply with the applicable requirements in this Deed and the Technical Specifications as specified from time to time.

8.2. Proportionate liability regimes excluded

- 8.2.1. To the extent permitted by law, the operation of any legislative proportionate liability regime is excluded in relation to any claim against the Provider under or in connection with this Deed.

8.3. CER indemnity

- 8.3.1. The Provider indemnifies the CER from and against any:
- a. cost or liability incurred by the CER;
 - b. loss of or damage to property of the CER; or
 - c. loss or expense incurred by the CER in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the CER,
- arising from any or all of the following:
- d. a breach by the Provider of this Deed;
 - e. an act or omission involving fault on the part of the Provider or its Personnel in connection with this Deed;
 - f. any inappropriate use of the Logo by the Provider or by a sublicensee of the Provider (including where a sublicensee breaches the terms of its sublicense agreement with the Provider).

- 8.3.2. The Provider's liability to indemnify the CER under clause 8.3.1 will be reduced proportionately to the extent that any act or omission involving fault on the part of the CER or its Personnel contributed to the relevant cost, liability, loss, damage or expense.
- 8.3.3. The right of the CER to be indemnified under this clause 8.3 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the CER is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.
- 8.4. Exclusion of liability**
- 8.4.1. The CER is not liable for any loss, damage, expense, costs or liability incurred by the Provider in relation to providing the Installer App under this Deed or its participation in this Initiative, including but not limited to circumstances where:
- a. use of the Installer App is suspended or terminated;
 - b. a participant in the Initiative, including without limitation an Approved Entity, Verification Service Provider or Installer App Provider, is excluded, removed or suspended from participating in the Initiative; or
 - c. the CER refuses to register an STC following receipt of a Signed Data Package submitted to the REC Registry.

9. Dispute resolution

9.1. Procedure for dispute resolution

- 9.1.1. The parties agree that a dispute arising under this Deed will be dealt with as follows:
- a. firstly, the Party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;
 - b. secondly, the Parties will then try to resolve the dispute by direct negotiation;
 - c. thirdly, the Parties will have 10 Business Days or such other period as agreed by the Parties in writing from the sending of the notice to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure; and
 - d. lastly, either Party may commence legal proceedings if:
 - i. there is no resolution or agreement in accordance with subclause 9.1.1.c; or
 - ii. there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution with 15 Business Days of the submission, or such extended time as the Parties may agree in writing before the expiration of the 15 Business Days.

9.2. Costs

- 9.2.1. Each party will bear its own costs of complying with this clause 9, and the parties will bear equally the cost of any third person engaged under clause 9.1.

9.3. Continued performance

- 9.3.1. Despite the existence of a dispute, the Provider will (unless requested in writing by the CER not to do so) continue to provide the Installer App.

9.4. Exclusion

- 9.4.1. For the avoidance of doubt, the dispute resolution procedure in this clause only applies to disputes between the CER and the Provider and does not apply to disputes between the Provider and any third parties.

10. Suspension

10.1. Suspension of Installer App by the CER

- 10.1.1. The Parties agree that if the CER has reasonable grounds to believe:
- a. the Provider has breached a provision under this Deed;
 - b. the Provider or any of its Verification Service Providers or Users, as the case may be:
 - i. has committed an offence under the REE Act or contravened civil penalty provisions or other relevant law, accreditation or licensing scheme;
 - ii. fails to meet the requirements of the fit and proper person test under 3L of the REE Regulations; or
 - iii. has compromised the integrity of the Initiative and or Scheme as a result of their acts or omissions;
 - c. the integrity of the information provided using the Installer App has been compromised;
 - d. a Signed Data Package issued using the Installer App or any other use of the Installer App poses a risk to the REC Registry or any CER IT system, including but not limited to data loss, inaccuracy or corruption, performance impacts, cyber security or threats;
 - e. the Provider has provided false or misleading information to the CER, an Verification Service Provider, Users or any other person in connection with the Scheme or Initiative or the use of its Installer App;
 - f. the Installer App or a Data Package or a Customer Record or a Signed Data Package issued by the Installer App fails to comply with applicable requirements in this Deed or the Technical Specifications or has otherwise compromised the integrity of the Verification Service or the Initiative,

the CER may at any time, for any period, and in its absolute discretion by providing written notice to the Provider do one or more of the following:

- g. suspend the Provider from providing the Installer App to Users and participating in the Initiative;
- h. suspend the Provider from allowing Signed Data Packages, Customer Records and warranty information to be issued or accessed using its Installer App;
- i. reject or refuse to accept a Signed Data Package issued by the Installer App and submitted to the REC Registry;
- j. require the Provider to ensure that Users cannot use or access the Installer App.

10.1.2. If the Provider receives notice from the CER under clause 10.1, it must remediate the issue subject of the notice within 20 Business Days or as otherwise specified by the CER.

10.1.3. If the issue subject of a notice under clause 10.1 remains unremediated after 20 business days or such period as otherwise specified by the CER, the CER may terminate this Deed and the Provider's participation in the Initiative.

10.2. Suspension at the CER's discretion

10.2.1. The CER may at any time suspend the Provider from providing an Installer App and participating in the Initiative by giving the Provider 30 days' written notice.

10.2.2. The Provider acknowledges and agrees that no compensation will be payable to it for any suspension under clause 10.

11. Termination of the Deed

11.1. Termination by either Party

11.1.1. Either party may terminate this Deed and their participation in the Initiative by giving 30 days' written notice to the other party. The termination will take effect on the date that is 30 days after the notice is given unless otherwise agreed, in writing, by the parties.

11.1.2. The Provider agrees that no compensation will be payable to it for termination of the Deed under this clause 11.1.

11.2. Termination for fault by the Provider

11.2.1. The CER may terminate this Deed, the provision of the Installer App and the participation of the Provider in the Initiative immediately and without notice where the CER has reasonable grounds to believe:

- a. the Provider has breached a provision under this Deed, including without limitation the mandatory requirements of the Technical Specifications;

- b. the Provider has committed an offence under the REE Act or contravened civil penalty provisions or other relevant law, accreditation or licensing scheme;
- c. the Provider has failed to meet the requirements of the fit and proper person test under 3L of the REE Regulations;
- d. if the Provider is a body corporate or a body politic, and any office holder cannot provide acceptable proof of identity as required under this Deed;
- e. the integrity of the information provided by the Installer App has been comprised;
- f. a Signed Data Package issued using the Installer App or any other use of the Installer App poses a risk to the REC Registry or any CER IT system, including but not limited to data loss, inaccuracy or corruption, performance impacts, cyber security or threats
- g. the Provider has provided false or misleading information to the CER, an Verification Service Provider, Users or any other person in connection with the Scheme or Initiative or the use of its Installer App;
- h. that the Installer App, Data Package, Signed Data Package, Customer Record or Written Statement issued by the Installer App fails to comply with applicable requirements in this Deed or the Technical Specifications;
- i. the Provider has compromised the integrity of the Initiative and or Scheme as a result of its acts or omissions.

11.2.2. If the CER terminates this Deed, the provision of the Installer App and the participation of the Provider in the Initiative under this clause 11, it may:

- a. refuse or reject a Signed Data Package issued by the Provider and submitted to the REC Registry; and
- b. prevent Verification Service Providers and Users from using information, including Data Packages, Signed Data Packages and Customer Records provided by the Installer App.

12. General provisions

12.1. Liaison and Party Representatives

- 12.1.1. The Provider's Representative and the Contact Officer each have authority to receive and sign notices for their respective Parties under this Deed. The Provider's Representative has authority to accept any request or direction in relation to the Deed.
- 12.1.2. The Provider's Representative and the Contact Officer must liaise as necessary for any purpose in connection with the Provider's performance of its obligations under this Deed.
- 12.1.3. Each party will ensure its representative is available at all reasonable times to:

- a. address any questions, concerns or disputes arising out of the operation of this Deed raised by either party; and
- b. discuss any matter relating to the Installer App and/or the Initiative that is not dealt with explicitly in this Deed.

12.2. Notices

12.2.1. A notice under this Deed is only effective if it is in writing, and dealt with as follows:

- a. *if given by the Provider to the CER* – to the Contact Officer at the address specified in Schedule 3, or other address as notified by the CER; or
- b. *if given by the CER to the Provider* – to the Provider's Representative at the address stated in Schedule 3, or other address as notified by the Provider.

12.2.2. Any such notice must be delivered to the other Party by prepaid post or transmitted electronic mail and signed by the sending Party. For the avoidance of doubt, an electronic signature on an email will be taken to be a signed notice for the purposes this clause 12.2.

12.2.3. Subject to clause 12.2.4, a notice is deemed to be received:

- a. *if sent by prepaid post* – upon delivery to the relevant address; or
- b. *if transmitted by electronic mail* – upon receipt by the sender of either an electronic receipt notification (generated by the system transmitting the notice) or an acknowledgement from the other Party that it has received the notice (whichever is earlier).

12.2.4. If a notice is received after 5:00pm on any Business Day or on a day that is not a Business Day, it is deemed to be received at 9:00am on the next Business Day for the purposes of this clause 12.2.

12.3. Audit and access

12.3.1. The Provider agrees:

- a. to give the Contact Officer, or any persons authorised in writing by the Contact Officer, access to assets, including any computer hardware or software or other equipment, or premises used to provide access to the Installer App or where material relating to the Installer App is located; and
- b. to permit those persons to inspect and take copies of any material relevant to the Installer App, including but not limited to details of the Provider's compliance with the requirements of this Deed and any relevant Australian standards.

12.3.2. The rights referred to in clause 12.3 are subject to:

- a. the CER providing reasonable prior notice;
- b. the reasonable security procedures in place at the premises; and

- c. if appropriate, execution of a deed of confidentiality by the persons to whom access is given.

12.3.3. The Provider acknowledges and agrees that the Auditor-General and Information Officer (including their delegates) have certain statutory powers to access premises or obtain information for the purposes of conducting audits or investigations and are persons authorised for the purposes of this clause 12.3.1.a.

12.3.4. This clause 12.3.1.a does not detract from the statutory powers of the Auditor-General or Information Officer (including their delegates).

12.4. Conflict of interest

12.4.1. In this clause 12.4:

Conflict means any matter, circumstance, interest, or activity affecting the Provider, its personnel or subcontractors which may or may appear to impair the ability of the Provider to provide the Installer App diligently and independently.

12.4.2. The Provider warrants that, to the best of its knowledge after making diligent inquiry that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Deed.

12.4.3. If any conflict or potential conflict arises during the term of the Deed, the Provider will immediately notify the CER by making a full disclosure of all relevant information and comply with any steps the CER reasonably requires to resolve or otherwise deal with the conflict.

12.5. Relationship between the parties

12.5.1. The Provider is not by virtue of this Deed an officer, employee, partner or agent of the CER, nor does the Provider have any power or authority to bind or represent the CER.

12.5.2. The Provider agrees:

- a. not to misrepresent its relationship with the CER; and
- b. not to engage in any misleading or deceptive conduct in relation to the Initiative.

12.6. Waiver

12.6.1. A failure or delay by a party to exercise any right or remedy it holds under this Deed or at law does not operate as a waiver of that right.

12.6.2. The exercise or partial exercise by a party of any right or remedy it holds under this Deed or at law does not prevent any other exercise or partial exercise of that right or remedy by the party.

12.7. Entire agreement and Variation

- 12.7.1. This Deed records the entire agreement between the Parties in relation to its subject matter.
- 12.7.2. Except as otherwise provided for by this Deed, the provisions of this Deed will not be varied either at law or in equity, except by an agreement in writing between the Parties.
- 12.7.3. If a matter is not dealt with in this Deed, the CER may agree in its sole discretion to negotiate with the Provider to resolve the matter as soon as reasonably practicable subject to clause 12.7.2.
- 12.7.4. In addition to matters covered by this Deed, the CER and the Provider acknowledge that, from time to time, they may enter into further arrangements for cooperation relating to the Initiative with other parties.

12.8. Subcontracting

- 12.8.1. The Provider must not subcontract the whole or part of the performance of its obligations under the Deed unless the Provider has the CER's prior written consent to do so.
- 12.8.2. The Provider must not enter into any subcontract for the purpose of directly or indirectly fulfilling the Provider's obligation under this Deed unless such a subcontract obliges the subcontractor to comply with the same obligations applicable to the Provider under this Deed.

12.9. Assignment

- 12.9.1. The Provider must not assign, in whole or in part, either its rights or obligations, under this Deed without the CER's prior written approval.
- 12.9.2. The Provider must not consult with any other person or body for the purposes of entering into an arrangement which will require novation of this Deed without first consulting the CER.

12.10. Survival

- 12.10.1. Unless the contrary intention appears, the expiry or earlier termination of this Deed will not affect the following:
- a. the continued operation of any provision relating to:
 - i. requests for further information under clause 3.7;
 - ii. confidentiality;
 - iii. security;
 - iv. privacy;
 - v. audit and access;
 - vi. an indemnity; or

- vii. any other provision which expressly or by implication from its nature is intended to continue;
- b. any right of action or right to enforce an indemnity or to recover a debt that the CER may have against the Provider or any of the Provider's sublicensees as at the date of expiry or termination of this Deed.

12.11. Compliance with legislation and policy

- 12.11.1. The Provider must comply with, and ensure its officers, employees, agents and subcontractors comply with all relevant Commonwealth laws and policies, including the REE Act, and those notified to the Provider by the CER in writing.

12.12. Applicable law and jurisdiction

- 12.12.1. This Deed is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory.
- 12.12.2. The Parties submit to the jurisdiction of the courts of the Australian Capital Territory.

SCHEDULE 1 INSTALLER APPREQUIREMENTS**1. The Initiative**

- 1.1.1. The Initiative is described on the CER's webpage, as updated from time to time. This is currently available at: <http://www.cleanenergyregulator.gov.au/RET/Scheme-participants-and-industry/Solar-Panel-Validation-initiative>.

2. Technical Specifications

The Technical Specifications are contained in the Message Interface Standard at **Annexure A** to this Schedule, as updated from time to time.

3. Customer Record

- 3.1.1. A Customer Record must contain at a minimum the following elements:
- The Solar Panel Serial Numbers verified
 - A verification reference number
 - The time and date of verification
 - The make/model of the Solar Panels whose Solar Panel Serial Numbers are the subject of the verification
 - The Approved Entity of the solar panels
 - The site of installation
 - Reference that the installed solar panels were verified as part of the SPV Initiative

SCHEDULE 2 USE OF THE LOGO

1.1. The Logo

[To be advised]

1.2. Territory

Australia

1.3. Conditions of Use

The Logo must be used in accordance with the Guidelines (see Annexure B), as updated from time to time.

Where the Logo is registered as a certification mark it must be used strictly in accordance with the Rules for use of the Logo.

Note: The Guidelines are currently being drafted and will describe potential users/sublicensees of the Logo, conditions of use and how use of the Logo will be administered.

SCHEDULE 3 NOTICES**1. CER's details**

1.1. Contact Officer**1.1.1. Enquiries**

T 1300 553 542

2. Provider's details

2.1. Provider's Representative**2.1.1. Joshua Fleming**

T 1300306 974 (option 4)

SCHEDULE 4 CONFIDENTIAL INFORMATION**1. Provider's Confidential Information**

1.1.1. For the purposes of the definition of the Provider's Confidential Information in clause 1.1.1 and the CER's confidentiality obligations under clause 6.4, the Provider's Confidential Information comprises the following information:

(a) Information contained in contract:

Item	Period of Confidentiality
N/A	N/A

(b) Information obtained or generated in performing contract:

Item	Period of Confidentiality
N/A	N/A

NB - The CER is already subject to secrecy provisions under the Clean Energy Regulator Act 2011, the Privacy Act 1988 and the Crimes Act 1914 and the Criminal Code Act 1995 so it may not be relevant to specify any Provider Confidential Information in this Schedule.

OFFICIAL

Australian Government Clean Energy Regulator

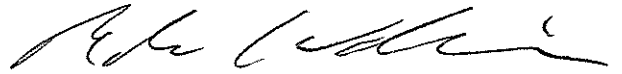
Executed as a Deed

Signatures

SIGNED, SEALED and DELIVERED)
for and on behalf of Commonwealth)
of Australia as represented by the)
Clean Energy Regulator (ABN 72
321 984 210) by its duly authorised
officer:

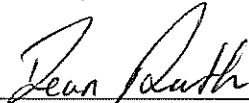
MARK WILLIAMSON

Name of signatory



Signature

In the presence of:



Name of witness



Signature of witness

Date: 13/08/2020

OFFICIAL

Australian Government Clean Energy Regulator

SIGNED, SEALED and DELIVERED)
for and on behalf of [Provider's Name])
in accordance with the requirements)
of section 127 of the *Corporations Act*)
2001 (Cth) by:

Name of Director
Joshua Fleming

Signature 

And by:

Name of Director/Secretary

Signature of Directory/Secretary

In the presence of:

Sabriyya Croker

Name of witness



Signature of witness

Date: 17/7/2020

