



Powerlink Queensland

# MacIntyre Designated Network Asset (DNA) Access Policy

AER Submission - 5 February 2024

## Version History

Date	Version	Description	Approved By
1 December 2023	1.0	DNA Access Policy	EGM NBD
2 February 2024	2.0	DNA Access Policy	EGM NBD

# Table of Contents

- 1. Information Details about the DNA ..... 4
- 2. Background ..... 5
- 3. Application of Access Policy..... 5
- 4. Main DNA related obligations..... 5
- 5. Matters relating to the provision of the DNA service..... 6
- 6. Dispute resolution ..... 6
- 7. Confidential information ..... 6
- 8. Notices ..... 8
- 9. Defined terms and interpretation ..... 9
- APPENDIX A – Description of Route of MacIntyre DNA ..... 22
- APPENDIX B –Tenure Arrangements for the MacIntyre DNA ..... 23
- APPENDIX C – Description of main components of MacIntyre DNA ..... 24
- APPENDIX D – Network Limitations ..... 26
- APPENDIX E – Key terms which apply to the provision of DNA Services ..... 29
- APPENDIX F – Pricing Methodology ..... 31
- APPENDIX G – DNA access process..... 41
- APPENDIX H – Negotiating Principles for DNA Services ..... 44

## 1. Information Details about the DNA

<b>Information about the DNA and the DNA Services (clauses 5.2A.8(b1), (b2), (b4) and (n) of the Rules)</b>		
1	<b>Name/description of the DNA</b>	MacIntyre DNA
2	<b>DNA Owner</b>	Queensland Electricity Transmission Corporation Limited ABN 82 078 849 233, trading as Powerlink, in its capacity as owner of the MacIntyre DNA.
3	<b>Description of route of MacIntyre DNA</b>	See Appendix A
4	<b>Tenure arrangements for MacIntyre DNA</b>	See Appendix B
5	<b>Main components of the MacIntyre DNA</b>	See Appendix C
6	<b>DNA supporting information (current transmission capacity and capacity of generation plants and loads currently connected to the MacIntyre DNA)</b>	At the AER Approval Date see Appendix C and otherwise see Powerlink's MacIntyre DNA webpage <a href="https://www.powerlink.com.au/dna-macintyre">https://www.powerlink.com.au/dna-macintyre</a> .
7	<b>Limitations to increasing the capacity of the MacIntyre DNA</b>	See Appendix D
8	<b>Limitations relating to the development, operation, upgrade to existing assets comprising the MacIntyre DNA, including environmental, planning or other similar limitations</b>	See Appendix D
9	<b>Key Terms which are proposed to apply to the provision of DNA Services</b>	See Appendix E
10	<b>Pricing Methodology (including any arrangements for cost sharing)</b>	See Appendix F
11	<b>DNA Access Process</b>	See Appendix G
12	<b>Availability of commercial arbitration</b>	See clause 6

## 2. Background

- 2.1. Clause 5.2A.8(b) of the Rules requires the owner of a *designated network asset* to prepare, maintain and publish an access policy on its website to provide a framework for Applicants to obtain *DNA services*.
- 2.2. This Access Policy has been prepared by the DNA Owner in compliance with its obligations under the Rules. The terms of this Access Policy are based on the particular facts and circumstances of the MacIntyre DNA (including the commercial arrangements negotiated between the DNA Owner and Foundation Proponents), and should not be taken to be the DNA Owner's position or approach to *DNA services* for any future *designated network asset* which it may own, outside the MacIntyre DNA.
- 2.3. This Access Policy was approved by the AER in accordance with clause 5.2A.8(f) of the Rules and is effective on and from the AER Approval Date.
- 2.4. This Access Policy may be varied in accordance with clause 5.2A.8(e) of the Rules.
- 2.5. In this Access Policy, certain information is specified as being maintained on the DNA Owner's website. The DNA Owner may update the website information from time to time (provided any update is consistent with this Access Policy), and will update the website information to be consistent with any variations to the Access Policy from time to time.

## 3. Application of Access Policy

- 3.1. Where an Applicant wants to establish a connection to part of a network that is the MacIntyre DNA either through a dedicated network asset or by way of a new designated connection asset, then:
  - (a) for the connection, the Applicant must:
    - (i) apply to the *Primary Transmission Network Service Provider* and the connection process in clause 5.3 of the Rules applies; and
    - (ii) obtain any consent required to be obtained under clause 5.2A.2(b)(6)(ii) of the Rules; and
  - (b) for access to DNA Services, the Applicant must apply for the provision of DNA Services in accordance with the DNA Access Process.
- 3.2. This Access Policy applies to:
  - (a) the access arrangements referred to in clause 3.1(b); and
  - (b) the continued and ongoing provision of DNA Services to persons granted access to, and connected to, the MacIntyre DNA and who receive DNA Services in accordance with this Access Policy.
- 3.3. If there is any inconsistency between the Access Policy and the Rules, then the Rules prevail to the extent of the inconsistency.

## 4. Main DNA related obligations

- 4.1. If an Applicant applies to the DNA Owner for DNA Services, the DNA Owner must comply with this Access Policy (including, for the avoidance of doubt, its appendices) and the negotiating principles in Schedule 5.12 of the Rules (see Appendix H).

- 4.2. The DNA Owner and the Applicant must negotiate in good faith and comply with the timeframes to negotiate, the pricing for, and terms and conditions, of the requested DNA Services, as set out in this Access Policy.
- 4.3. The price for DNA Services will be determined in accordance with the Pricing Methodology.
- 4.4. The DNA Owner and any DNA Party must not engage in conduct for the purpose of preventing or hindering access to the DNA Services.
- 4.5. The DNA Owner is not required to (but it may) give access to an Applicant for DNA Services, if doing so would mean the MacIntyre DNA would no longer constitute a designated network asset.
- 4.6. In providing DNA Services, the DNA Owner is not required to extend or replicate the MacIntyre DNA.
- 4.7. An Applicant may request from the DNA Owner, via the contact details in clause 8 of this Access Policy, sufficient information to enable it to prepare a request for the DNA Services it requires.

## 5. Matters relating to the provision of the DNA service

The Applicant acknowledges and agrees that:

- (a) the Limitations;
  - (b) the Key Terms;
  - (c) the Pricing Methodology; and
  - (d) the DNA Access Process,
- apply to the provision of DNA Services.

## 6. Dispute resolution

Rule 5.5 applies to any dispute that arises between the DNA Owner and an Applicant about the terms and conditions of access for the provision of DNA Services.

If a dispute between the DNA Owner and Applicant is referred to a commercial arbitrator under Rule 5.5, an Existing Connected Party impacted by the substance of the dispute may elect to be joined to the arbitration and Powerlink and the Applicant agree to the Existing Connected Party being joined where this election is made. Any dispute referred to a commercial arbitrator under Rule 5.5 will be governed by the Australian Centre for International Commercial Arbitration's Arbitration Rules current at the time of the referral.

## 7. Confidential information

- 7.1. Clause 8.6 of the Rules applies to MacIntyre DNA Confidential Information as if a reference in clause 8.6 of the Rules to:
  - (a) "*Registered Participant*" were a reference to an Applicant, a DNA Party and the DNA Owner, individually and collectively, as applicable; and
  - (b) "*confidential information*" is a reference to "MacIntyre DNA Confidential Information", and with the addition of further exceptions beyond those listed in clause 8.6.2 of the Rules as follows:

- (c) an Applicant, DNA Party and/or the DNA Owner may disclose MacIntyre DNA Confidential Information to a bona fide intending assignee or novatee (or person seeking to take control via a Change in Control) of the relevant party;
- (d) an Applicant or DNA Party may disclose MacIntyre DNA Confidential Information to an actual, or bona fide intending, joint venture partner in respect of its Facility;
- (e) an Applicant or DNA Party may disclose MacIntyre DNA Confidential Information to its contractors in respect of its Facility, and the DNA Owner may disclose MacIntyre DNA Confidential Information to its contractors in respect of the MacIntyre DNA;
- (f) an Applicant, DNA Party and/or the DNA Owner may disclose MacIntyre DNA Confidential Information as permitted or allowed under the Rules, or to the extent it reasonably believes disclosure is required to enable it to comply with obligations under, or exercise rights under, the Rules;
- (g) clause 8.6.2(b)(1) of the Rules is amended by replacing the words “employee or officer” with “employee, officer or agent”, and clause 8.6.2(b) of the Rules is amended by replacing all the words after “which require the information...” with “to the extent that the Applicant, DNA Party or DNA Owner (as applicable) reasonably believes the disclosure is necessary or required in relation to or in connection with the application, implementation, operation, management or administration of this Access Policy (including in relation to the Pricing Methodology)”; and
- (h) a DNA Party may disclose MacIntyre DNA Confidential Information to an offtaker or potential offtaker of electricity or Green Rights produced by or in respect of its Facility.

7.2. An Applicant consents to the DNA Owner disclosing MacIntyre DNA Confidential Information, relating to the Applicant to:

- (a) the DNA Owner’s Shareholding Ministers, as required by any one or both of those Shareholding Ministers;
- (b) a DNA Party to inform a DNA Party when an Applicant makes an application under clause 3 of this Access Policy and the general status of the Applicant’s application for the relevant DNA Services;
- (c) a DNA Party and any other Applicant but only to the extent that the DNA Owner reasonably believes the disclosure is necessary or required in relation to or in connection with the application, implementation, operation, management or administration of this Access Policy (including in relation to the Pricing Methodology); and
- (d) the Primary TNSP.

7.3. A DNA Party consents to the DNA Owner disclosing MacIntyre DNA Confidential Information, relating to the DNA Party to:

- (a) the DNA Owner’s Shareholding Ministers, as required by any one or both of those Shareholding Ministers;
- (b) another DNA Party and any Applicant but only to the extent that the DNA Owner reasonably believes the disclosure is necessary or required in relation to or in connection with the application, implementation, operation, management or administration of this Access Policy (including in relation to the Pricing Methodology);

- (c) the public, in respect of the nameplate capacity and Agreed DNA Transfer Limit of its Facility; and
  - (d) the Primary TNSP.
- 7.4. As between themselves, a DNA Party is permitted to disclose MacIntyre DNA Confidential Information held by that DNA Party to another DNA Party but only to the extent that the relevant DNA Party reasonably believes the disclosure is necessary or required in relation to or in connection with the application, implementation, operation, management or administration of this Access Policy (including in relation to the Pricing Methodology).
- 7.5. The DNA Owner consents to a disclosure made under clause 7.4.
- 7.6. Nothing in this clause 7 prevents the DNA Owner from measuring data on the MacIntyre DNA or from using, adapting or disclosing that data for any purpose. The DNA Owner owns all copyright in that data. This does not prevent a DNA Party owning copyright in, or using, adapting or disclosing, data collected by it in relation to its Facility.
- 7.7. Each of the Applicant, DNA Party and the DNA Owner receiving MacIntyre DNA Confidential Information pursuant to this Access Policy must ensure that any other person to whom it discloses MacIntyre DNA Confidential Information as permitted by this clause 7 observes and complies with this clause 7. An Applicant, DNA Party or the DNA Owner (as applicable) is responsible for the acts and omissions of such persons to whom it has disclosed the MacIntyre DNA Confidential Information under this clause 7.

## 8. Notices

- 8.1. Any notice, communication, consent, application, information or request (**Notice**) that must or may be given or made to a party under this Access Policy is only given or made if it is in writing and delivered, posted or emailed to that party at the address set out below. Any communications required to be given by the DNA Owner to a DNA Party will be done via the notice details in that party's Access Agreement or DNA Management and Administration Deed (as applicable).

DNA Owner	
<i>Name</i>	Queensland Electricity Transmission Corporation Limited
<i>Address</i>	33 Harold Street, Virginia Queensland 4014
<i>Email</i>	BusinessDevelopment@powerlink.com.au

Applicant	
<i>Name</i>	Name of Applicant
<i>Address</i>	As nominated in the Applicant's enquiry pursuant to the DNA Access Process
<i>Email</i>	As nominated in the Applicant's enquiry pursuant to the DNA Access Process



- 8.2. A party may notify the other in writing from time to time of any change to the party's contact.
- 8.3. A party is taken to have received a Notice:
- (a) immediately when delivered in person;
  - (b) after three Business Days when sent by prepaid post; and
  - (c) immediately after the sender receives confirmation on its server that the email message has been transmitted (except where the Notice is emailed outside the other party's normal business hours, in which case, it is deemed to be received at 9.00 am on the following Business Day).

## 9. Defined terms and interpretation

- 9.1. Capitalised terms used in this Access Policy which are:
- (a) not italicised have the meanings given in the Dictionary below; and
  - (b) *italicised* have the meanings given in the Rules.
- 9.2. In this Access Policy:
- (a) a reference to this Access Policy or another instrument includes any variation or replacement of any of them;
  - (b) a reference to a party includes (where relevant) the party's officers, employees, agents and contractors;
  - (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (d) the singular includes the plural and vice versa;
  - (e) the word "person" includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency;
  - (f) a reference to a person (including a party) includes a reference to the person's executors, administrators, successors, substitutes (including, persons taking by novation) and assigns;
  - (g) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
  - (h) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
  - (i) an expression of time is to be interpreted as "standard time" as that term is defined in the *Standard Time Act 1894 (QLD)*;
  - (j) if a payment under this Access Policy must be made on a stipulated day that is not a Business Day, then the stipulated day will be taken to be the next Business Day;
  - (k) a reference to anything (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;

- (l) the verb “include” (in all its parts, tenses and variants) is not used as, nor is it to be interpreted as, a word of limitation; and
- (m) the words “including”, “for example” or “such as” do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

9.3. Headings are inserted for convenience and do not affect the interpretation of this Access Policy.

## Dictionary

Term	Meaning
<b>Access Agreement</b>	<p>an access agreement(s) entered into between the DNA Owner and a person, granting a right to receive, whether conditional or unconditional, DNA Services (which, for the avoidance of doubt:</p> <ul style="list-style-type: none"> <li>- may be contained in a DNA Party's <i>connection agreement</i>, and</li> <li>- may be contained in more than one agreement over time, but is referred to generically as an "Access Agreement").</li> </ul>
<b>Access Policy</b>	this document and having the same meaning as under the Rules.
<b>AER</b>	the Australian Energy Regulator established under section 44AE of the <i>Competition and Consumer Act 2010 (Cth)</i> .
<b>AER Approval Date</b>	the date on which the AER approved this Access Policy as shown on Powerlink's MacIntyre DNA webpage <a href="https://www.powerlink.com.au/dna-macintyre">https://www.powerlink.com.au/dna-macintyre</a> .
<b>Agreed DNA Transfer Limit</b>	<p>as follows:</p> <p><b>(Generator)</b> For a DNA Party (or Applicant in respect of its proposed <i>connection</i> to the MacIntyre DNA) that is, or will be if its Facility is <i>connected</i> to the MacIntyre DNA, a <i>Generator</i>, the <b>Agreed DNA Transfer Limit</b> means [insert amount <b>A</b>] (expressed in MVA):</p> <p><b>A</b> equals <b>B/C</b></p> <p>Where:</p> <p><b>B</b> equals [insert MW – being: before the <i>Generator's</i> initial <i>Performance Standards</i> have been approved pursuant to the Rules, the amount specified as "B" for the Agreed DNA Transfer Limit in that party's Access Agreement, or, on and from the date the <i>Generator's</i> initial <i>Performance Standards</i> have been approved pursuant to the Rules, the maximum power that the <i>Generator</i> is permitted to transfer as described in those <i>Performance Standards</i>].</p> <p><b>C</b> equals 0.995</p> <p><b>(Customer)</b> For a DNA Party (or Applicant in respect of its proposed <i>connection</i> to the MacIntyre DNA) that is, or will be if its Facility is <i>connected</i> to the MacIntyre DNA, a <i>Customer</i>, the <b>Agreed DNA Transfer Limit</b> means [insert amount <b>A</b>] (expressed in MVA):</p>

Term	Meaning
	<p><b>A</b> equals <b>B/C</b></p> <p>Where:</p> <p><b>B</b> equals [insert MW – being: before the Customer’s initial <i>Performance Standards</i> have been approved pursuant to the Rules, the amount specified as “B” for the Agreed DNA Transfer Limit in that party’s Access Agreement, or, on and from the date the <i>Customer’s</i> initial <i>Performance Standards</i> have been approved pursuant to the Rules, the maximum power that the <i>Customer</i> is permitted to transfer as described in those <i>Performance Standards</i>.</p> <p><b>C</b> equals:</p> <ul style="list-style-type: none"> <li>- for the purpose of Appendix F: 0.995</li> <li>- for the purpose of use of DNA Service 1: 0.96 or other power factor agreed between Powerlink and the DNA Party (or Applicant).</li> </ul> <p><b>(Bi-Directional Party)</b> For a DNA Party (or Applicant in respect of its proposed <i>connection</i> to the MacIntyre DNA) that is, or will be if its Facility is <i>connected</i> to the MacIntyre DNA, a Bi-Directional Party, its <b>Agreed DNA Transfer Limit</b> will be calculated as follows:</p> <p>a) Discharge: the <b>Agreed DNA Transfer Limit</b> is calculated in accordance with the <i>Generator</i> formula above, where <b>B</b> equals [insert MW – being: before the Bi-Directional Party’s initial <i>Performance Standards</i> have been approved pursuant to the Rules, the amount specified as “B” (for discharge) for the Agreed DNA Transfer Limit in that party’s Access Agreement, or, on and from the date the Bi-Directional Party’s initial <i>Performance Standards</i> have been approved pursuant to the Rules, the maximum power that the Bi-Directional Party is permitted to transfer (to discharge) as described in those <i>Performance Standards</i>]; and</p> <p>b) Charge: the <b>Agreed DNA Transfer Limit</b> is calculated in accordance with the <i>Customer</i> formula above, where <b>B</b> equals [insert MW – being: before the Bi-Directional Party’s initial <i>Performance Standards</i> have been approved pursuant to the Rules, the amount specified as “B” (for charge) for the Agreed DNA Transfer Limit in that party’s Access Agreement, or, on and from the date the Bi-Directional Party’s initial <i>Performance Standards</i> have been approved pursuant to the Rules, the maximum power that the Bi-Directional Party is permitted to transfer (to charge) as described in those <i>Performance Standards</i>],</p> <p>and for the purpose of Appendix F of this Access Policy, its Agreed DNA Transfer Limit will be the greater of the Agreed</p>

Term	Meaning
	DNA Transfer Limits in (a) and (b) above (where, in respect of calculating the Bi-Directional Party's Agreed DNA Transfer Limit for Charge, $C = 0.995$ ).
<b>Agreed Power Transfer Capability</b>	for an Existing Connected Party or IUSA Connected Party, means the "Agreed Power Transfer Capability" specified in its <i>connection agreement</i> (expressed in MVA) with the Primary TNSP (or other agreement between the Primary TNSP and the Existing Connected Party or IUSA Connected Party).
<b>Applicant</b>	a person who applies to the DNA Owner for the provision of DNA Services in accordance with this Access Policy.
<b>Asset Component</b>	the Network Interface Assets, IUSA, DNA Component 1 and DNA Component 2, as applicable.
<b>Authority</b>	the Crown, a government minister, a government department, a corporation, or other authority constituted for a public purpose, a holder of an office for a public purpose, a local authority, a court, tribunal, board or any officer or agent of any of these persons (and to avoid doubt, includes the AEMC, the AER and AEMO).
<b>Bi-Directional Party</b>	a person registered under the Rules as both a <i>Generator</i> and a <i>Customer</i> for a Bi-Directional Unit.
<b>Bi-Directional Unit</b>	<p><i>Plant</i> that has the capacity to both:</p> <ul style="list-style-type: none"> <li>(a) consume electricity to convert into stored energy; and</li> <li>(b) convert stored energy to produce electricity,</li> </ul> <p>together with all related plant, equipment and technology needed to function as a single entity.</p>
<b>Boundary Point</b>	see Figure C2 in Appendix C.
<b>Business Day</b>	a day, other than a Saturday, Sunday or public holiday, when banks are open for business in Brisbane, Queensland.
<b>Change in Control</b>	in respect of a party, the acquisition by any person or corporation, either alone or together with any associate of a person or corporation, of more than 50% of the issued voting capital of that party or its ultimate holding company.
<b>Charge</b>	the consumption of electricity to convert into stored energy.
<b>Committed IUSA Capability</b>	(a) in relation to an Existing Connected Party or IUSA Connected Party, the capability of the IUSA (being the relevant party's Agreed Power Transfer Capability) that the Primary TNSP has agreed to provide to the Existing

Term	Meaning
	<p>Connected Party or IUSA Connected Party under a <i>connection agreement</i> (or other agreement between the Primary TNSP and the Existing Connected Party or IUSA Connected Party); and</p> <p>(b) in relation to an Applicant or IUSA Applicant, the capability of the IUSA (in the form of <i>agreed capability</i> and <i>agreed power transfer capability</i>) that the Primary TNSP has agreed to provide to the Applicant or IUSA Applicant under a <i>connection agreement</i> (or other agreement between the Primary TNSP and the Applicant), or if such capability has not been agreed, that the Primary TNSP proposes to provide to the Applicant or IUSA Applicant under a <i>connection agreement</i> (or other agreement between the Primary TNSP and the Applicant).</p>
<b>Conditional Proponent</b>	a DNA Party that is not an Existing Connected Party. As at the AER Approval Date, the only Conditional Proponent is the Conditional Herries Proponent.
<b>Conditional Herries Proponent</b>	the party to an executed Access Agreement between the DNA Owner and that party for the Herries Range Wind Precinct.
<b>Costs</b>	include operating costs, maintenance costs, capital costs (including refurbishments, replacements, renewals and dismantling of assets), and all other costs, charges, expenses and taxes (direct and indirect of whatever kind or character), and including those incurred in connection with advisers and the relevant person's weighted average cost of capital (where applicable).
<b>Discharge</b>	the conversion of stored energy to produce electricity.
<b>Discount Condition</b>	that the <i>connection</i> of the Applicant's Facility to the MacIntyre DNA will provide a net positive benefit to the operation of the MacIntyre DNA and one or more Existing Connected Parties as determined by the DNA Owner.
<b>Dismantling Costs</b>	<p>the Costs reasonably and necessarily incurred by:</p> <p>(a) the DNA Owner to disconnect, dismantle, decommission and remove the MacIntyre DNA; or</p> <p>(b) the Primary TNSP to disconnect, dismantle, decommission and remove the IUSA,</p> <p>including:</p> <p>(c) recycling or disposing of any non-recyclable materials, and restoring, rehabilitation and remediating the land area on which the MacIntyre DNA or IUSA (as applicable) is located to its original state, as immediately prior to</p>

Term	Meaning
	<p>construction of the MacIntyre DNA or IUSA (as applicable); and</p> <p>(d) undertaking, completing and commissioning all other work which Powerlink reasonably determines is necessary to allow the <i>transmission system</i> to operate in accordance with <i>good electricity industry practice</i> and the other requirements of applicable laws following the removal of the MacIntyre DNA or IUSA, as applicable (including any work required to reinstate the <i>transmission system</i>),</p> <p>and after deducting any amounts that the DNA Owner or Primary TNSP, acting reasonably, recover from the recycling or disposal of any materials from the MacIntyre DNA or IUSA.</p>
<b>DNA Access Operational Protocol</b>	see Appendix E3.
<b>DNA Access Process</b>	see item 11 of the Information Details.
<b>DNA Basis of Calculation Method</b>	see Appendix F paragraph F1.14.
<b>DNA Capacity</b>	is the thermal capacity of the MacIntyre DNA; see Appendix C.
<b>DNA Component</b>	either or both of DNA Component 1 and 2 as the context requires.
<b>DNA Component 1</b>	the 330 kV transmission lines between the IUSA to the MacIntyre Intermediate Switching Station (see Appendix C).
<b>DNA Component 2</b>	the MacIntyre Intermediate Switching Station and associated assets (see Appendix C).
<b>DNA Contingency Event</b>	the loss of one circuit of DNA Component 1.
<b>DNA Cut-In Works</b>	the meaning given in DNA Services under DNA Service 3.
<b>DNA Owner</b>	see item 2 of the Information Details.
<b>DNA Management and Administration Deed</b>	<p>a deed that governs and regulates the administration, management and operation of the MacIntyre DNA and this Access Policy as between the DNA Owner and Existing Connected Parties, including:</p> <p>(a) managing, administering, implementing, apportioning, allocating and covering cost variations and extensions of time during the construction of the MacIntyre DNA; and</p> <p>(b) managing, administering and resolving any disputes in relation to the matters in paragraph (a).</p>

Term	Meaning										
<b>DNA Party</b>	a person with an Access Agreement with the DNA Owner (which will be either an Existing Connected Party or a Conditional Proponent).										
<b>DNA Services</b>	for the MacIntyre DNA, one of more of the following services, but does not include any services in relation to the IUSA or the Shared Transmission Network.										
	<table border="1"> <thead> <tr> <th data-bbox="580 645 896 712">Service</th> <th data-bbox="896 645 1439 712">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="580 712 896 1218"><i>DNA Service 1 (access to DNA)</i></td> <td data-bbox="896 712 1439 1218">Providing access to the electrical capability of the MacIntyre DNA to transfer <i>active power</i> and <i>reactive power</i> in either direction between a Transmission Network Connection Point and the Boundary Point, up to the Agreed DNA Transfer Limit, in accordance with the DNA Access Operational Protocol (but it does not include the provision of DNA Service 2, DNA Service 3 or DNA Service 4 or a requirement for the Powerlink to <i>extend</i> or replicate the MacIntyre DNA).</td> </tr> <tr> <td data-bbox="580 1218 896 1317"><i>DNA Service 2 (DNA Information)</i></td> <td data-bbox="896 1218 1439 1317">Providing information regarding the MacIntyre DNA.</td> </tr> <tr> <td data-bbox="580 1317 896 1550"><i>DNA Service 3 (DNA cut-in works)</i></td> <td data-bbox="896 1317 1439 1550">Undertaking cut-in-works to the MacIntyre DNA being interface works that cut into the MacIntyre DNA which may include tower realignment, protection equipment requirements and communication requirements.</td> </tr> <tr> <td data-bbox="580 1550 896 1720"><i>DNA Service 4 (DNA upgrades/ capacity increase)</i></td> <td data-bbox="896 1550 1439 1720">Undertaking upgrades to the existing assets that comprise the MacIntyre DNA or increasing the capacity of the MacIntyre DNA.</td> </tr> </tbody> </table>	Service	Description	<i>DNA Service 1 (access to DNA)</i>	Providing access to the electrical capability of the MacIntyre DNA to transfer <i>active power</i> and <i>reactive power</i> in either direction between a Transmission Network Connection Point and the Boundary Point, up to the Agreed DNA Transfer Limit, in accordance with the DNA Access Operational Protocol (but it does not include the provision of DNA Service 2, DNA Service 3 or DNA Service 4 or a requirement for the Powerlink to <i>extend</i> or replicate the MacIntyre DNA).	<i>DNA Service 2 (DNA Information)</i>	Providing information regarding the MacIntyre DNA.	<i>DNA Service 3 (DNA cut-in works)</i>	Undertaking cut-in-works to the MacIntyre DNA being interface works that cut into the MacIntyre DNA which may include tower realignment, protection equipment requirements and communication requirements.	<i>DNA Service 4 (DNA upgrades/ capacity increase)</i>	Undertaking upgrades to the existing assets that comprise the MacIntyre DNA or increasing the capacity of the MacIntyre DNA.
	Service	Description									
	<i>DNA Service 1 (access to DNA)</i>	Providing access to the electrical capability of the MacIntyre DNA to transfer <i>active power</i> and <i>reactive power</i> in either direction between a Transmission Network Connection Point and the Boundary Point, up to the Agreed DNA Transfer Limit, in accordance with the DNA Access Operational Protocol (but it does not include the provision of DNA Service 2, DNA Service 3 or DNA Service 4 or a requirement for the Powerlink to <i>extend</i> or replicate the MacIntyre DNA).									
	<i>DNA Service 2 (DNA Information)</i>	Providing information regarding the MacIntyre DNA.									
<i>DNA Service 3 (DNA cut-in works)</i>	Undertaking cut-in-works to the MacIntyre DNA being interface works that cut into the MacIntyre DNA which may include tower realignment, protection equipment requirements and communication requirements.										
<i>DNA Service 4 (DNA upgrades/ capacity increase)</i>	Undertaking upgrades to the existing assets that comprise the MacIntyre DNA or increasing the capacity of the MacIntyre DNA.										
<b>DNA Upgrade/Capacity Increase</b>	the subject matter of DNA Service 4 as described in the definition of DNA Services.										
<b>Electricity Laws</b>	the <i>Electricity Act 1994</i> (Qld), the National Electricity Law, the Rules and any other laws and codes that may regulate or govern the generation, transmission, supply or use of electrical energy in Queensland from time to time.										



Term	Meaning
<b>Existing Connected Party</b>	a DNA Party who has an unconditional contractual commitment under an Access Agreement to pay an allocated share of the Foundation Proponents' Shared Annual Annuity Charge in respect of the DNA, calculated in accordance with this Access Policy and the DNA Management and Administration Deed. For the purpose of this definition, "pay" includes paying an allocated share in a single payment, via periodic payments or being liable for an allocated share if the Access Agreement terminates (or a combination of any of these). As at the AER Approval Date, the only Existing Connected Parties are the Foundation Proponents.
<b>Facility</b>	the energy generation, load, battery energy storage system or other type of technology for which the Applicant is seeking to obtain connection and access to the MacIntyre DNA, or the IUSA Applicant is seeking an IUSA Connection, or for which a DNA Party will receive (subject to any relevant conditions of an Access Agreement) or is receiving connection and access to the MacIntyre DNA or an IUSA Connected Party will receive or is receiving an IUSA Connection (as applicable).
<b>Foundation Proponent No. 1</b>	the party to an executed Access Agreement between Powerlink and that party for the MacIntyre Wind Farm.
<b>Foundation Proponent No. 2</b>	the party to an executed Access Agreement between Powerlink and that party for the Karara Wind Farm.
<b>Foundation Proponents</b>	Foundation Proponent No. 1 and Foundation Proponent No. 2.
<b>Foundation Proponents' Shared Annual Annuity Charge</b>	<p>for an Asset Component, is the charge agreed with the Foundation Proponents for the relevant Asset Component and as specified in their respective Access Agreements:</p> <ul style="list-style-type: none"> <li>(a) before any allocations as between the Foundation Proponents;</li> <li>(b) excluding any reductions as a result of providing access to DNA Service 1 to subsequent parties connecting to the MacIntyre DNA and/or reductions resulting from an IUSA Connection;</li> <li>(c) as escalated, increased and varied from time to time in accordance with those Access Agreements, and</li> <li>(d) excluding any charges that are attributable to and allocated directly to a Foundation Proponent or another Existing Connected Party or IUSA Connected Party in accordance with the Access Agreement (or other agreement between the Primary TNSP and the IUSA Connected Party) applicable to the relevant party.</li> </ul>

Term	Meaning
<b>Green Rights</b>	<p>(a) large-scale generation certificates under the <i>Renewable Energy (Electricity) Act 2000</i> (Cth); and</p> <p>(b) any other rights, credits, certificates, incentives, concessions and benefits created, recognised or available by or under any statutes, regulations, by-laws, ordinances or subordinate legislation which relates to wind energy, renewable energy, emissions trading or limiting or reducing greenhouse gas emissions.</p>
<b>Herries Range Wind Precinct</b>	the wind farm project known as the “Herries Range Wind Precinct” referred to in the letter dated 3 January 2024 to the DNA Owner requesting access to the MacIntyre DNA for the “Herries Range Wind Precinct”.
<b>Individual Payment</b>	<p>an amount in respect of an Asset Component which has been allocated to a single Existing Connected Party or single IUSA Connected Party, and is not the result of an allocation between more than one Existing Connected Parties or IUSA Connected Parties, in accordance with:</p> <p>(a) the party’s Access Agreement; and</p> <p>(b) for:</p> <ul style="list-style-type: none"> <li>(i) a DNA Component, the DNA Deed of Administration; or</li> <li>(ii) the IUSA, any other agreement between the Primary TNSP and the relevant party.</li> </ul>
<b>Information Details</b>	see the Information Details in clause 1.
<b>IUSA</b>	the <i>Identified User Shared Assets</i> comprising the Tumnaville Switching Station and associated assets (see Appendix C).
<b>IUSA Applicant</b>	a party seeking connection to the IUSA to access the Shared Transmission Network.
<b>IUSA Basis of Calculation Method</b>	see Appendix F paragraphs F1.8 and F1.9.
<b>IUSA Connection</b>	a connection to the IUSA to access the Shared Transmission Network.
<b>IUSA Connected Party</b>	a person who has a <i>connection agreement</i> in respect of the IUSA excluding the Existing Connected Parties (unless expressly specified otherwise in this Access Policy).
<b>IUSA Shared Facilities</b>	the IUSA excluding the IUSA Non-Shared Facilities, access to which may be sought by an IUSA Applicant, and as further illustrated in Appendix C.

Term	Meaning
<b>IUSA Non-Shared Facilities</b>	the proportion of the IUSA used to provide <i>negotiated transmission services</i> to the MacIntyre DNA, the cost of which is shared by the Existing Connected Parties only, and as further illustrated in Appendix C.
<b>Key Terms</b>	see item 9 of the Information Details.
<b>Limitations</b>	see the limitations referred to in items 7 and 8 of the Information Details.
<b>MacIntyre DNA</b>	the <i>designated network asset</i> described in items 1, 3, 4, 5 and 6 of the Information Details.
<b>MacIntyre DNA Confidential Information</b>	any information, data, documents or other material that is directly supplied, provided, acquired or received directly by one party from another pursuant to, under, in relation to or in connection with the application, implementation, operation, management and administration of this Access Policy (including in relation to the performance of a party's obligations under this Access Policy or the resolution of a dispute under clause 6).
<b>MacIntyre DNA Number of Bays</b>	the sum of the number of bays of the IUSA providing <i>negotiated transmission services</i> to the MacIntyre DNA. See further Appendix C paragraph C2.
<b>National Electricity Law</b>	the National Electricity (Queensland) Law as defined in the <i>Electricity- National Scheme (Queensland) Act 1997</i> (Qld).
<b>Network Interface Assets</b>	the cut-in and related assets from the IUSA to the existing Shared Transmission Network (see Appendix C).
<b>Network Limitations</b>	<p>the following limitations:</p> <ul style="list-style-type: none"> <li>(a) the Shared Transmission Network and IUSA are subject to an 'open access' connection and access regime;</li> <li>(b) the behaviour of the Shared Transmission Network and IUSA is dynamic and real time in function and depends on many matters including: <ul style="list-style-type: none"> <li>a. network state and condition;</li> <li>b. the types of plant and equipment, and interaction of all plant and equipment, connected (directly or indirectly) to it; and</li> <li>c. the operation, by other persons, of that plant and equipment connected (directly or indirectly) to it;</li> </ul> </li> <li>(c) receipt of a DNA Service does not give an Applicant or DNA Party any property rights or firm access rights, or any entitlement to compensation in relation to any such rights, to any assets, capacity or capability in or over the Shared Transmission Network and IUSA;</li> </ul>

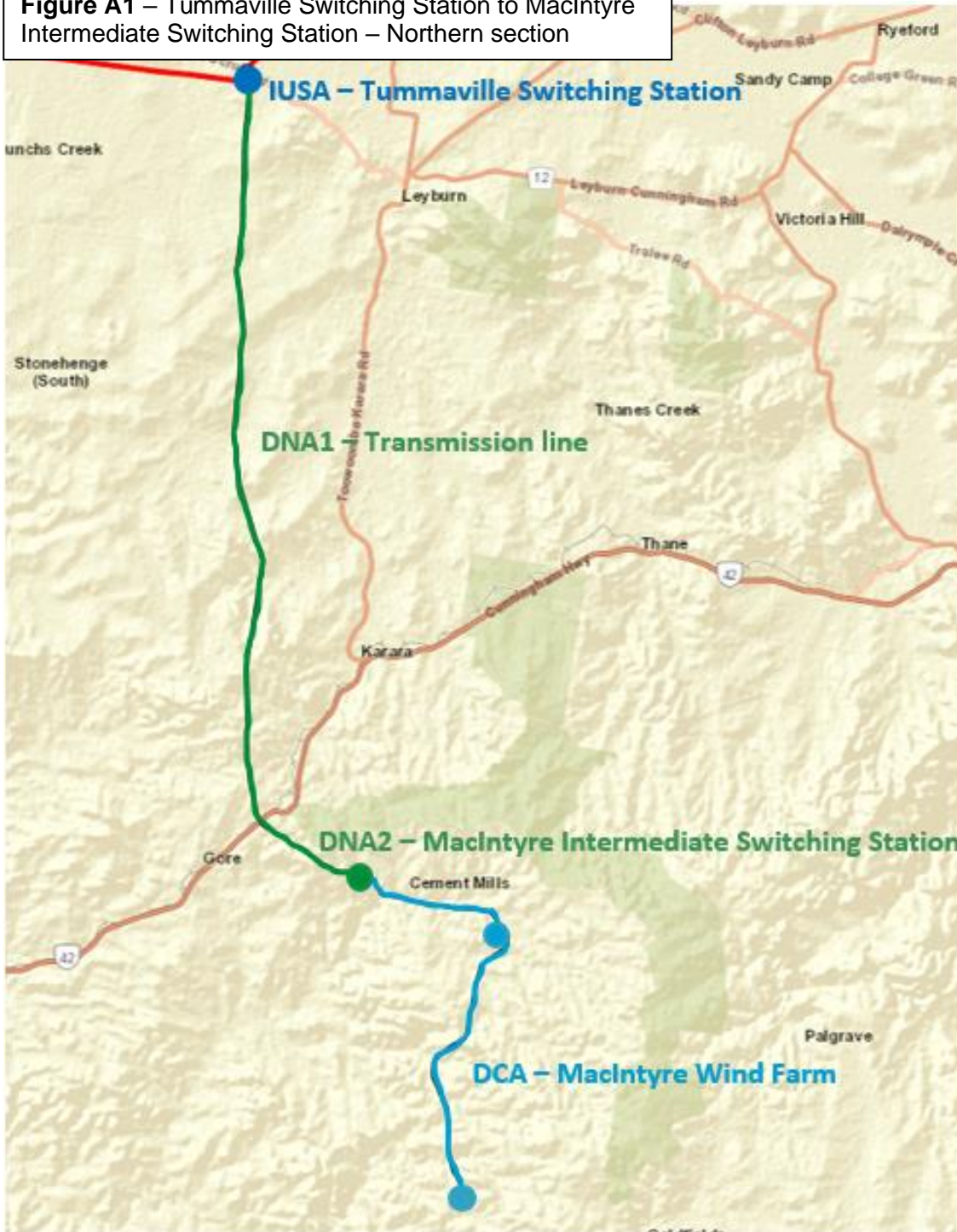
Term	Meaning
	<p>(d) the nature of any <i>entry service</i> or <i>exit service</i> agreed by a DNA Party (or Applicant) with the Primary TNSP under a <i>connection agreement</i>, including any limitations on those services;</p> <p>(e) any network operating requirements of the Primary TNSP or AEMO under the Electricity Laws or a <i>connection agreement</i>.</p>
<b>Notice</b>	see clause 8.1.
<b>Powerlink</b>	Queensland Electricity Transmission Corporation Limited ABN 82 078 849 233, trading as Powerlink, in its capacity as DNA Owner and Primary TNSP.
<b>Pricing Percentage</b>	the applicable percentage calculated (rounded to two decimal places) in accordance with Appendix F paragraph F1.11 and F1.18.
<b>Pricing Methodology</b>	see item 10 of the Information Details.
<b>Primary TNSP</b>	Queensland Electricity Transmission Corporation Limited ABN 82 078 849 233, trading as Powerlink, in its capacity of the <i>primary transmission network service provider</i> in Queensland.
<b>Priority Order</b>	<p>the DNA Parties listed in time order based on date of executed Access Agreement to the MacIntyre DNA, with earlier parties having priority to later parties, subject to any changes to that order notified to Powerlink by all the DNA Parties who are affected by such change and provided that:</p> <ul style="list-style-type: none"> <li>(a) such changes comply with the change request process, implementation arrangements and other operational requirements as set out in the DNA Access Operational Protocol;</li> <li>(b) such changes comply with applicable laws;</li> <li>(c) the relevant DNA Parties (or any one of them) pay up front the DNA Owner's Costs to give effect to the change; and</li> <li>(d) there is no change to the price for DNA Services for any DNA Party,</li> </ul> <p>and no such change may take effect until (a) to (d) are satisfied.</p>
<b>Rules</b>	the rules called the National Electricity Rules made under the National Electricity Law.
<b>Shared Transmission Network</b>	the <i>transmission network</i> in Queensland owned and/or operated by the Primary TNSP, excluding the IUSA and MacIntyre DNA.

Term	Meaning
<b>Shareholding Ministers</b>	the shareholding ministers of the DNA Owner for the purposes of section 78 of the <i>Government Owned Corporations Act 1993</i> (Qld).
<b>Transmission Network Connection Point (TNCP)</b>	for each Existing Connected Party, see Figure C3 in Appendix C; and for an Applicant, the proposed <i>transmission network connection point</i> for its Facility.

## APPENDIX A – Description of Route of MacIntyre DNA

As at the AER Approval Date – see below – and after that date as updated from time to time and set out on Powerlink’s MacIntyre DNA webpage <https://www.powerlink.com.au/dna-macintyre>.

**Figure A1 – Tummaville Switching Station to MacIntyre Intermediate Switching Station – Northern section**



## APPENDIX B – Tenure Arrangements for the MacIntyre DNA

### Main components of MacIntyre DNA and tenure arrangements

Table B1 – Main components of MacIntyre DNA and tenure

No	Asset Component	Description	Tenure
1	Network Interface Assets	Cut-in-works and related assets from the IUSA to the existing Shared Transmission Network	Easement
2	IUSA	330kV Tummaville Switching Station	Freehold
3	DNA Component 1	330kV Transmission line between Tummaville Switching Station and MacIntyre Intermediate Switching Station and associated easements	Easement
4	DNA Component 2	330kV MacIntyre Intermediate Switching Station and associated access easement	Freehold (switching station) and easement

Refer to schematic of the connection configuration for the MacIntyre DNA at Appendix C2.

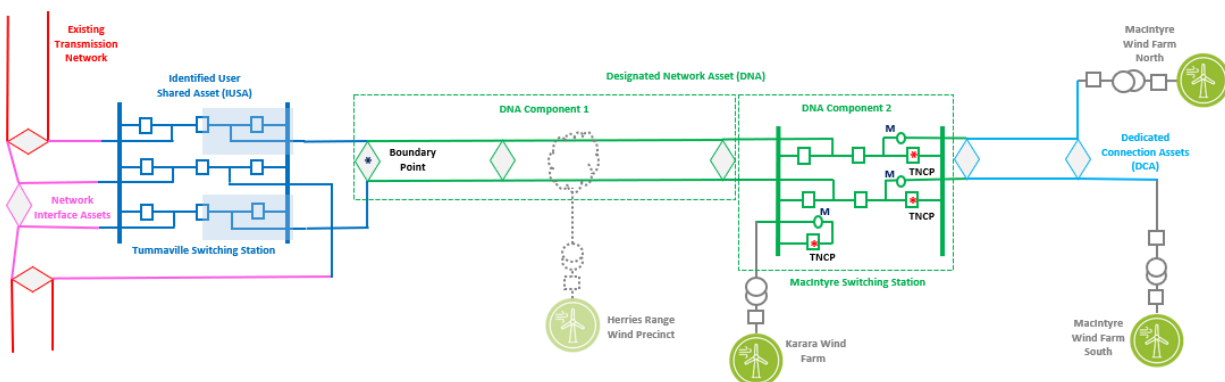
## APPENDIX C – Description of main components of MacIntyre DNA

As at the AER Approval Date – see below – and after that date as updated from time to time and set out on Powerlink’s MacIntyre DNA webpage <https://www.powerlink.com.au/dna-macintyre>.

### C1 Details of MacIntyre DNA Capacity for DNA Service 1

- C1.1 Current details of the MacIntyre DNA Capacity are available at Powerlink’s MacIntyre DNA webpage <https://www.powerlink.com.au/dna-macintyre>. The webpage also lists the capacity of generating plants and load facilities for Existing Connected Parties and Conditional Proponents, in relation to the MacIntyre DNA.
- C1.2 The Conditional Herries Proponent has been conditionally granted access to DNA Service 1 and second in the Priority Order (after the Foundation Proponents) on the basis that certain conditions are met as set out in the Access Agreement between the Conditional Herries Proponent and the DNA Owner. This allocation is listed on the DNA Owner’s MacIntyre DNA webpage. If those conditions are not met, this conditional allocation will cease and the webpage will be updated by the DNA Owner.
- C1.3 The *connection* configuration for the Conditional Herries Proponent has not been determined as at the AER Approval Date and Figure C2 below reflects a potential *connection* option for the Conditional Herries Proponent. Where the Conditional Herries Proponent becomes an Existing Connected Party, this Access Policy will be updated to reflect the Conditional Herries Proponent’s *connection* configuration.
- C1.4 Note the DNA Capacity is subject to Network Limitations that will impact and affect the *power transfer capability* of the MacIntyre DNA. Refer to Appendix D.1.

### C2 Schematic of the connection configuration for the MacIntyre DNA and associated assets as at AER Approval Date



**Note:** The Tummaville Switching Station (the IUSA) is divided into IUSA Shared Facilities and IUSA Non-Shared Facilities. Based on the current configuration shown in the schematic above, the IUSA Shared Facilities are considered to be six ninths of the IUSA. The blue shaded areas represent the three bays used to provide *negotiated transmission services* to the MacIntyre DNA (the IUSA Non-Shared Facilities).

Detailed diagrams of the main components of the MacIntyre DNA and associated assets are available at Powerlink’s MacIntyre DNA webpage <https://www.powerlink.com.au/dna-macintyre>.



### C3 Main components of the MacIntyre DNA and associated assets as at AER Approval Date

Table C3 – Main Components of MacIntyre DNA

No	Asset Component	Description
1	Network Interface Assets	Cut-in-works and related assets from the IUSA to the existing Shared Transmission Network
2a	IUSA – Shared facilities	330kV Tummaville Switching Station – six transmission line cut-in bays and associated facilities
2b	IUSA – Non-shared facilities	330kV Tummaville Switching Station – three IUSA bays used to provide negotiated transmission services to the MacIntyre DNA
3	DNA Component 1	330kV Transmission line between Tummaville Switching Station and MacIntyre Intermediate Switching Station and associated easements
4	DNA Component 2	330kV MacIntyre Intermediate Switching Station and associated access easement

## APPENDIX D – Network Limitations

### D1 Network Limitations

D1.1 The DNA Owner, in its capacity as owner of the MacIntyre DNA, has no responsibility and can give no guarantees about *power transfer capability* from the Boundary Point, as these matters are subject to Network Limitations and are beyond the control of the DNA Owner.

### D2 Limitations of the MacIntyre DNA Capacity (Component Limitations) – DNA Service 4

D2.1 This section identifies the key component limitation of the MacIntyre DNA that would provide an increase in the DNA Capacity if upgraded as relates to DNA Service 4, and as at the AER Approval Date.

D2.2 Table D2 describes the limiting MacIntyre DNA component/s constraining the DNA Capacity. Current information is available at Powerlink’s MacIntyre DNA webpage <https://www.powerlink.com.au/dna-macintyre>.

Table D2 – DNA Component Limitations

No	Description (collectively “Component Limitations”)	DNA Capacity	DNA Capacity following upgrade
1	The MacIntyre DNA is limited by the thermal capacity of the twin 330kV feeder between MacIntyre Intermediate Switching Station and Tummalville Switching Station.	In a <i>Satisfactory Operating State</i> , <b>1,826 MVA</b> .  A Runback Scheme will trip up to <b>750 MVA</b> initially following a contingency.	Upgrade with third feeder (same rating as each existing MacIntyre DNA circuit) results in a <i>Satisfactory Operating State</i> , <b>2,739 MVA</b> .  Following a <i>Credible Contingency Event</i> , <b>1,826 MVA</b> .

### D3 Limitations relating to the future development of the MacIntyre DNA, including environmental, planning, tenure or other similar limitations (Other DNA Limitations)

Table D3 describes the general planning and tenure considerations of future development for the MacIntyre DNA. The specific circumstances of an Applicant's Facility and proposed connection will govern the applicability of each of these limitations.

Table D3 – Other potential planning and tenure Limitations

Limitation	Description
Upgrade to existing MacIntyre DNA assets subject to being able to obtain planning and environmental approvals	<ul style="list-style-type: none"> <li>• Development permit - MCU and Operational Works (Clearing Native Vegetation) under the Planning Act 2016.</li> <li>• Minor change to Development Permit associated with updated design post issuing of the Development Permit (may include new relevant purpose determination)</li> <li>• EPBC Act Approval</li> <li>• Approved Offset Management Plan (for all significant residual impacts) under EPBC Act and Queensland Environmental Offsets Policy</li> <li>• Protected Plants Permit and/or Flora Survey Report and Exempt Clearing Notification</li> <li>• Approved High-Risk Species Management Programs for all relevant species under the <i>Nature Conservation Act 1992</i></li> <li>• Development Permit Condition Requirements:               <ul style="list-style-type: none"> <li>○ Bushfire Management Plan (for Wind Farms, TSS and MacIntyre Intermediate Switching Station)</li> <li>○ Vegetation and Fauna Management Plan (submitted to SARA)</li> <li>○ Safety and Emergency Management Plan (Construction and Operation) (submitted to SARA)</li> <li>○ Construction Environmental Management Plan (submitted to SARA)</li> <li>○ Complaint Investigation and Response Plan (submitted to SARA)</li> <li>○ Complaint Summary Report (submitted to SARA)</li> </ul> </li> <li>• Permit to occupy or use state land (e.g. unallocated state land, road, reserves, stock routes such as Millmerran Road).</li> <li>• Approval/permit for crossing easements such as Ergon Energy, Essential Energy, Telstra, NBN Co., water pipelines, etc.</li> <li>• Wayleave approval from QR for interface with railway land</li> <li>• Any requirement to negotiate new easements or amendments to existing easements</li> </ul>
Upgrade to existing MacIntyre DNA assets subject to satisfying design requirements as identified on Powerlink's website: Network Connection Services   Powerlink.	Including without limitation: <ul style="list-style-type: none"> <li>• Substation Asset Methodology</li> <li>• Substation Ratings – Specification</li> <li>• Network Configuration document – Selection for New Substations</li> <li>• Substation High Level Design Criteria</li> </ul>

Limitation	Description
	<ul style="list-style-type: none"> <li>• Equipment Strategy for Auxiliary Transformers – Strategy</li> <li>• Equipment Strategy for Post Type High Voltage Current Transformers and Metering Units</li> <li>• Equipment Strategy For High Voltage Disconnectors and Earthing Switches</li> <li>• Equipment Strategy for High Voltage Circuit Breakers</li> <li>• Equipment Strategy for Stand By Diesel Generators – Strategy.</li> <li>• Equipment Strategy For Earthing Transformers – Strategy.</li> <li>• Equipment Strategy for DC Power Supplies - Strategy</li> <li>• Equipment Strategy For Substation High Voltage Surge Arresters</li> <li>• Equipment Strategy for Voltage Transformers - Strategy</li> <li>• Transmission Line Asset Methodology Framework</li> <li>• HV Underground Cable Asset Methodology – Framework</li> <li>• Transmission Lines High Level Structural Design Criteria Guideline</li> <li>• Transmission Lines High Level Electrical Design Criteria Guideline</li> </ul>

## APPENDIX E – Key terms which apply to the provision of DNA Services

### E1 No firm or financial access rights

The Applicant acknowledges and agrees that:

- E1.1 subject to the application of clause 5.2A.8 and Schedule 5.12 of the Rules (and any other express provision in this Access Policy), this Access Policy does not give the Applicant any firm or financial access rights of any kind (or any entitlement to compensation in relation to any such rights) to any assets, capacity or capability in or over the MacIntyre DNA;
- E1.2 the operation of the MacIntyre DNA depends on the interaction of all plant and equipment connected (directly or indirectly) to it; and
- E1.3 other persons whose plant and equipment is connected (directly or indirectly) to the MacIntyre DNA can impact the operation, performance and outcomes of the MacIntyre DNA and the provision of DNA Services in relation to the MacIntyre DNA.

### E2 Access Agreement

- E2.1 The Applicant acknowledges and agrees that the provision of DNA Services is subject to:
  - (a) the Applicant and the DNA Owner negotiating and agreeing the terms of an Access Agreement;
  - (b) the Applicant and the DNA Owner executing the agreed form of Access Agreement; and
  - (c) any relevant conditions in the Access Agreement required to be met prior to the provision of DNA Services, being met.
- E2.2 Where a DNA Party's rights (which must include its rights to receive DNA Services) and obligations under the DNA Party's Access Agreement are assigned, novated or transferred to another person, the DNA Party's right to its position in the Priority Order to receive those DNA Services is also transferred to the other person, with effect on and from the same time.

### E3 DNA Access Operational Protocol

- E3.1 The DNA Owner will maintain a separate DNA Access Operational Protocol for the life of the DNA, which may be updated by the DNA Owner from time to time with the consent of the DNA Parties, and will be published on the DNA Owner's website.
- E3.2 The Access Operational Protocol will:
  - (a) **(agreement)** be an agreed document between the DNA Owner, Primary TNSP and DNA Parties (from time to time);
  - (b) **(operation)** provide the technical envelope of operation of the MacIntyre DNA to be operated and maintained by the Primary TNSP;
  - (c) **(priority)** in normal operating conditions, provide for Existing Connected Parties to utilise DNA Service 1 in the Priority Order (including, where necessary, to reduce the use of DNA Service 1 by those Existing Connected Parties who are lower in the Priority Order);

- (d) **(contingency events)** in a DNA Contingency Event, provide for Existing Connected Parties to have their use of DNA Service 1 reduced;
- (e) **(operational schemes)** provide for the Primary TNSP to implement a run-back scheme and congestion management scheme to give effect to E3.2(b) to E3.2(d) above;
- (f) **(Electricity Laws)** be subject to the Electricity Laws, including the existence of a court order or any order or direction made by an Authority under the Electricity Laws; and
- (g) **(other)** provide for other operational matters relating to the MacIntyre DNA as required from time to time.

#### **E4 DNA Management and Administration**

As a condition of providing DNA Services, the DNA Owner will require an Applicant to enter into a DNA Management and Administration Deed.

#### **E5 Other key terms**

The connection of the Applicant to the MacIntyre DNA and access to DNA services must not:

- E5.1 adversely affect contractual rights and obligations of a DNA Party with the DNA Owner;
- E5.2 result in the Applicant becoming the owner of any part of the MacIntyre DNA asset or upgrade of that asset without the consent of the DNA Owner;
- E5.3 require a DNA Party or the DNA Owner to bear all or some of the Costs of an upgrade of the MacIntyre DNA or maintaining an upgrade;
- E5.4 require a DNA Party to bear all or some of the Costs of a *connection* to the MacIntyre DNA or maintaining a *connection*; or
- E5.5 require the DNA Owner to extend or replicate the MacIntyre DNA.

## APPENDIX F – Pricing Methodology

### F1 DNA Service 1 (access to the DNA)

#### Price for Access to DNA Service 1 to Foundation Proponents

- F1.1 The price for provision of access to DNA Service 1 to each Foundation Proponent has been calculated and determined by negotiation and agreement between the Foundation Proponents and the DNA Owner. The price for each Foundation Proponent is determined as a share of the Foundation Proponents' Shared Annual Annuity Charge, as set out in the Access Agreement between the relevant Foundation Proponent and the DNA Owner and prepared in accordance with Schedule 5.12 of the Rules.
- F1.2 The Foundation Proponents have, through the negotiated access prices referred to in paragraph F1.1, fully funded the construction, operation and maintenance of the Network Interface Assets, the IUSA and the MacIntyre DNA.

#### Price for Access to DNA Service 1 to a Conditional Proponent

- F1.3 The price for provision of access to DNA Service 1 for a Conditional Proponent will be determined by the DNA Owner in accordance with this Appendix F as part of the Conditional Proponent becoming an Existing Connected Party.

#### Powerlink to be kept whole

- F1.4 Application of this Access Policy and Pricing Methodology must not result in the total amount that Powerlink receives in any year for IUSA Connections and DNA Service 1 from all Existing Connected Parties and IUSA Connected Parties (excluding any Individual Payments) being less or more than the sum of Foundation Proponents' Shared Annual Annuity Charge for all Asset Components for that year, as set out in the Access Agreement between each Foundation Proponent and Powerlink. Nothing in this clause prevents Powerlink from receiving an Individual Payment.

#### New IUSA Connection into Network Interface Assets or IUSA

- F1.5 For the MacIntyre DNA, connecting into the Network Interface Assets is not technically feasible.
- F1.6 If an IUSA Applicant's Facility connects directly to the IUSA, the IUSA Applicant will be responsible for all Costs directly incurred as a result of its connection to the IUSA and a share of Costs associated with the IUSA, per item 11 of Schedule 5.11 of the Rules.
- F1.7 The share of Costs associated with the IUSA are calculated based on the whole of the following Asset Components – the IUSA Shared Facilities and the Network Interface Assets, and those assets are the subject of *negotiated transmission services* and Schedule 5.11 of the Rules.
- F1.8 The IUSA Basis of Calculation Method for the Network Interface Assets and the IUSA Shared Facilities is the "applicable cost sharing methodology" for the purposes of item 13 of Schedule 5.11 of the Rules. This methodology, whilst not required to be included in this Access Policy under clause 5.2A.8 of the Rules, is included as any amount payable for an IUSA Connection will offset the amount payable for DNA Service 1 for the Network Interface Assets and the IUSA Shared Facilities Asset Components. The Primary TNSP will manage IUSA Applicants in accordance with the Rules; this Access

Policy prepared by the DNA Owner is not able to, and does not, of itself grant an Applicant, IUSA Applicant, IUSA Connected Party or DNA Party any rights over the IUSA.

- F1.9 For a direct connection into the IUSA, pricing is referable to the Foundation Proponents' Shared Annual Annuity Charge and is calculated by applying the IUSA Basis of Calculation Method for each Asset Component used to provide access from the IUSA Applicant's Facility to the existing Shared Transmission Network in accordance with Table F1.1 below and paragraphs F1.10 to F1.13.

**Table F1.1 – IUSA Basis of Calculation Method by Asset Component – Schedule 5.11 of the Rules**

No	Asset Component	Basis of Calculation Method
1	Network Interface Assets	Proportion of Committed IUSA Capability.
2	IUSA – Shared facilities	Relative Number of IUSA Bays.

- F1.10 The price (expressed as an indexed annual annuity charge) for an IUSA Connection is determined as the sum of the Foundation Proponents' Shared Annual Annuity Charge for each relevant Asset Component used to provide access from the IUSA Applicant's Facility to the existing Shared Transmission Network (applicable at the date on which the Applicant's access charges commence under its Access Agreement), multiplied by the applicable Pricing Percentage.

- F1.11 The Pricing Percentage applicable to:

- (a) the Proportion of Committed IUSA Capability Basis of Calculation Method is, for each applicable Asset Component, determined as follows:

$$(A/B) \times 100$$

Where:

**A** equals the Applicant's proposed Committed IUSA Capability; and

**B** equals the aggregate of all Existing Connected Parties' and IUSA Connected Parties' Committed IUSA Capability, plus A.

- (b) the Relative Number of IUSA Bays Basis of Calculation Method is, for each applicable Asset Component, determined as follows:

$$(A/B) \times 100$$

Where:

**A** equals the IUSA Applicant's proposed Number of Bays; and

**B** equals the aggregate of all Existing Connected Parties' (being the MacIntyre DNA Number of Bays) and IUSA Connected Parties' Number of Bays, plus A.

- F1.12 Table F1.2 and Table F1.3 provides an indication of the likely prices for an IUSA Connection, based on the following assumptions:

- (a) no IUSA connections other than the existing MacIntyre DNA;
- (b) two Foundation Proponents with a combined Committed IUSA Capability of 1064.5 MVA, and the associated MacIntyre DNA Number of Bays;



- (c) no other Existing Connected Parties (other than the Foundation Proponents) through the MacIntyre DNA or IUSA Connected Parties; and
- (d) the IUSA Applicant's proposed Committed IUSA Capability is 250 MVA, will require one IUSA Bay, and the IUSA Applicant's Facility will connect at the IUSA.

**Table F1.2 – Indication of Likely Price for an IUSA Connection expressed as an annual annuity charge, as at March 2022 Quarter and applicable for the period up to February 2029**

Asset Component		Basis of Calculation Method	Current Shared Annuity Charge	Pricing Percentage	Indication of Likely Price
1	Network Interface Assets	Proportion of IUSA Capability	\$516,924	19.02%	\$98,311
2a	IUSA – Shared facilities	Relative Number of IUSA Bays	\$1,567,064	25.00%	\$391,766
			<b>\$2,083,988</b>		<b>\$490,077</b>

**Table F1.3 – Indication of Likely Price for an IUSA Connection expressed as an annual annuity charge, as at March 2022 Quarter and applicable for the period from March 2029 to February 2054**

Asset Component		Basis of Calculation Method	Current Shared Annuity Charge	Pricing Percentage	Indication of Likely Price
1	Network Interface Assets	Proportion of IUSA Capability	\$631,476	19.02%	\$120,097
2a	IUSA – Shared facilities	Relative Number of IUSA Bays	\$1,914,864	25.00%	\$478,716
			<b>\$2,546,340</b>		<b>\$598,813</b>

F1.13 Where the term of an IUSA Connection sought by an IUSA Applicant ends:

- (a) on or before the end date of Foundation Proponent No.1's *connection agreement* as set out on the MacIntyre DNA webpage – the price for the IUSA Connection will be determined in accordance with paragraphs F1.5 to F1.13.
- (b) after the end date of Foundation Proponent No.1's *connection agreement* as set out on the MacIntyre DNA webpage – the Primary TNSP will determine the price for the IUSA Connection applicable to the IUSA Applicant based on the forecast Costs required to be incurred to continue to provide IUSA Connection, having regard to the expected level of IUSA Capability required by all Existing Connected Parties and IUSA Connected Parties over the relevant period.

### Access to DNA Service 1 for Applicants

F1.14 The price for the provision of access to DNA Service 1 for an Applicant is referable to the Foundation Proponents' Shared Annual Annuity Charge and is calculated by applying the DNA Basis of Calculation Method for each Asset Component used to provide access from the Applicant's Facility to the existing Shared Transmission Network in accordance with Table F1.4 below and paragraphs F1.15 to F1.20.

**Table F1.4 – DNA Basis of Calculation Method by Asset Component Schedule 5.12 of the Rules**

No	Asset Component	Basis of Calculation Method
1	Network Interface Assets	Number of Existing Connected Parties
2a	IUSA – Shared facilities	Number of Existing Connected Parties
2b	IUSA – Non-shared facilities	Number of Existing Connected Parties
3	DNA Component 1	Proportion of Agreed DNA Transfer Limit.
4	DNA Component 2	Number of Existing Connected Parties.

- F1.15 In general (and subject to a detailed assessment of an Applicant Facility's required *energy flows* and Asset Component utilisation), if the Applicant's Facility connects to:
- DNA Component 2* – then the applicable Asset Components are the whole of the following – DNA Component 2, DNA Component 1, IUSA – Non-shared facilities, IUSA – Shared facilities and Network Interface Assets, and those assets are the subject of DNA Services and access prices in accordance with this Access Policy; and
  - DNA Component 1* – then the applicable Asset Components are at least the whole of the following – DNA Component 1, IUSA – Non-shared facilities, IUSA – Shared facilities and Network Interface Assets, and those assets are the subject of DNA Services and access prices in accordance with this Access Policy.
- F1.16 The price (expressed as an indexed annual annuity charge) for the provision of access to DNA Service 1 for an Applicant is determined as the sum of:
- the Foundation Proponents' Shared Annual Annuity Charge for each of the Network Interface Assets and the IUSA, less any respective amount recovered from an IUSA Connection (as determined pursuant to paragraphs F1.5 to F1.13), and then multiplied by the applicable DNA Pricing Percentage;
  - the Foundation Proponents' Shared Annual Annuity Charge for each relevant DNA Component used to provide access from the Applicant's Facility to the existing Shared Transmission Network (applicable at the date on which the Applicant's access charges commence under its Access Agreement), multiplied by the applicable DNA Pricing Percentage;

- (c) except to the extent recovered through the price payable by the Applicant for DNA Service 3 or DNA Service 4, as applicable, the DNA Owner's reasonable estimate of:
- (i) an amount to recover Costs incurred by the DNA Owner for any increase in capacity or alteration to the MacIntyre DNA, including the moving of metering and other related equipment, to provide DNA Service 1;
  - (ii) any lost revenue incurred by the DNA Owner or any Existing Connected Party during an upgrade of, or alteration to the existing MacIntyre DNA; plus
  - (iii) any increase in Costs incurred by the DNA Owner as caused by the Applicant's connection to the MacIntyre DNA.

F1.17 An indication of the likely price for the Costs, lost revenue, changes to revenue and increase in Costs referred to in paragraph F1.16(c) cannot reliably be estimated as they depend on facts and circumstances that are specific to each category and affected Existing Connected Party.

- (a) These matters will be negotiated and agreed between the DNA Owner and any affected Existing Connected Party and the DNA Owner and the Applicant during the DNA Access Process.
- (b) If requested by the DNA Owner, an affected Existing Connected Party must:
  - (i) provide reasonable co-operation and assistance to the DNA Owner to calculate and determine any such cost and revenue affecting that Party;
  - (ii) provide reasonable information, details and substantiation of any such cost and revenue impacts; and
  - (iii) act reasonably and in good faith in relation to paragraphs (i) and (ii) above.

F1.18 The DNA Pricing Percentage applicable to:

- (a) the Number of Connected Parties Basis of Calculation Method is, for each applicable Asset Component, determined as follows:

$$(A/B) \times 100$$

Where:

**A** equals 1 (representing the Applicant); and

**B** equals the total number of Existing Connected Parties plus A.

- (b) the Proportion of Agreed DNA Transfer Limit Basis of Calculation Method is, for each applicable Asset Component, determined as follows:

$$(A/B) \times 100$$

Where:

**A** equals the Applicant's proposed Agreed DNA Transfer Limit; and

**B** equals the aggregate of all Existing Connected Parties' Agreed DNA Transfer Limits, plus A.

- F1.19 Where the term of access to DNA Service 1 sought by an Applicant ends:
- on or before the end date of Foundation Proponent No.1's *connection agreement* as set out on the MacIntyre DNA webpage – the price for access to DNA Service 1 will be determined in accordance with paragraphs F1.14 to F1.18; and
  - after the end date of Foundation Proponent No.1's *connection agreement* as set out on the MacIntyre DNA webpage – the DNA Owner will determine the price for access to DNA Service 1 applicable to the Applicant based on the DNA Owner's reasonable forecast of Costs required to be incurred to continue to provide DNA Service 1, having regard to the expected level of utilisation of DNA Service 1 by all Existing Connected Parties over the relevant period.
- F1.20 Table F1.5 and Table F1.6 provides an indication of the likely prices for access to DNA Service 1 for an Applicant for each Asset Component, based on the following assumptions:
- no IUSA connections other than the existing MacIntyre DNA;
  - two Foundation Proponents with a combined Agreed DNA Transfer Limit of 995.0 MVA, and two connecting parties at DNA Component 2;
  - no other Existing Connected Parties (other than the Foundation Proponents) or IUSA Connected Parties;
  - the Applicant's proposed Agreed DNA Transfer Limit is 200 MVA and the Applicant's Facility will connect at DNA Component 2; and
  - the Applicant's connection does not cause or result in any Costs, lost revenue, changes in revenue or increase in Costs of the kind referred to in paragraph F1.16(c).

**Table F1.5 – Indication of Likely Price for DNA Service 1 expressed as an annual annuity charge, as at March 2022 Quarter and applicable for the period up to February 2029**

Asset Component	Basis of Calculation Method	Current Shared Annuity Charge	Pricing Percentage	Indication of Likely Price
Network Interface Assets	Number of Existing Connected Parties	\$516,924	33.33%	\$172,308
IUSA – Shared facilities	Number of Existing Connected Parties	\$1,567,064	33.33%	\$522,355
IUSA – Non-shared facilities	Number of Existing Connected Parties	\$783,532	33.33%	\$261,177
DNA Component 1	Proportion of Agreed DNA Transfer Limit	\$4,307,172	16.74%	\$720,881
DNA Component 2	Number of Existing Connected Parties	\$2,038,980	33.33%	\$679,660
		<b>\$9,213,672</b>		<b>\$2,356,381</b>

Table F1.6 – Indication of Likely Price for DNA Service 1 expressed as an annual annuity charge, for the period from March 2029 to February 2054

Asset Component	Basis of Calculation Method	Current Shared Annuity Charge	Pricing Percentage	Indication of Likely Price
Network Interface Assets	Number of Existing Connected Parties	\$631,476	33.33%	\$210,492
IUSA – Shared facilities	Number of Existing Connected Parties	\$1,914,864	33.33%	\$638,288
IUSA – Non-shared facilities	Number of Existing Connected Parties	\$957,432	33.33%	\$319,144
DNA Component 1	Proportion of Agreed DNA Transfer Limit	\$5,132,340	16.74%	\$858,987
DNA Component 2	Number of Existing Connected Parties	\$2,477,568	33.33%	\$825,856
		<b>\$11,113,680</b>		<b>\$2,852,767</b>

- F1.21 The DNA Owner may, acting reasonably, discount the price that it charges an Applicant for DNA Service 1 where:
- the Discount Conditions exist for that Applicant; and
  - it has obtained the prior agreement of the Existing Connected Parties (which the Existing Connected Parties may give or withhold in their absolute discretion).
- F1.22 Upon receiving a request to agree to a discount under paragraph F1.21, the Existing Connected Parties and the DNA Owner will use reasonable endeavours to agree whether the Discount Conditions exist, whether a discount should be given and the relevant discount.

## F2 DNA Service 2 (DNA Information)

- F2.1 The Applicant making a DNA Access Request must pay to the DNA Owner the DNA Access Request Fee in accordance with the DNA-related fees, terms and conditions on Powerlink’s webpage <https://www.powerlink.com.au/dna>. In this paragraph F2, the following capitalised terms have the meanings given to them on such website: “DNA Access Request”, “DNA Access Request Fee”, “DNA Services Application Fee” and “DNA Services Application”.
- F2.2 The Applicant making a DNA Services Application must pay to the DNA Owner the DNA Services Application Fee in accordance with the MacIntyre DNA-related fees, terms and conditions on Powerlink’s webpage <https://www.powerlink.com.au/dna>.
- F2.3 The applicable amounts for the DNA Access Request Fee and DNA Services Application Fee are provided Powerlink’s webpage <https://www.powerlink.com.au/dna>.

## F3 DNA Service 3 (DNA Cut-In Works)

- F3.1 Where DNA Cut-In Works are required to the existing MacIntyre DNA for an Applicant seeking connection to and access to the DNA Services, the price for DNA Service 3 will be determined applying:

- (a) the full amount of the Cost of those works, plus
- (b) (except to the extent recovered through the price payable by the Applicant for DNA Service 1) the DNA Owner's reasonable estimate of:
  - (i) any lost revenue incurred by the DNA Owner or any Existing Connected Party during an upgrade of, or alteration to the existing MacIntyre DNA, including the moving of metering and other related equipment, related to the DNA Cut-In Works; plus
  - (ii) any increase in Costs incurred by the DNA Owner as caused by the Applicant's connection to the MacIntyre DNA.

F3.2 The DNA Owner will determine an Applicant-specific price (in the form of an annual annuity charge, unless otherwise agreed between the Applicant and the DNA Owner) for the provision of access to DNA Service 3 to recover Costs determined according to paragraph F3.1(a) and F3.1(b).

F3.3 An indication of the likely price for the provision of DNA Service 3 cannot reliably be estimated as it depends on the type of works and Costs which are specific to each Applicant and to any affected Existing Connected Party.

- (a) These matters will be negotiated and agreed between the DNA Owner and any affected Existing Connected Party and the DNA Owner and the Applicant during the DNA Access Process.
- (b) If requested by the DNA Owner, an affected Existing Connected Party must:
  - (i) provide reasonable co-operation and assistance to the DNA Owner to calculate and determine any such cost and revenue affecting that Party;
  - (ii) provide reasonable information, details and substantiation of any such cost and revenue impacts; and
 act reasonably and in good faith in relation to paragraphs (i) and (ii) above.

#### **F4 DNA Service 4 (DNA Upgrades and/or Capacity Increases)**

F4.1 Where a DNA Upgrade/Capacity Increase is requested by an Applicant seeking connection to and access to the services of the MacIntyre DNA, the price for DNA Service 4 will be determined to recover the full amount of Costs incurred by the DNA Owner for any increase in capacity or enhancement to the capacity of the MacIntyre DNA.

F4.2 The DNA Owner will determine an Applicant-specific price (in the form of an annual annuity charge, unless otherwise agreed with the DNA Owner) for the provision of access to DNA Service 4 to recover Costs incurred by the DNA Owner for any increase in capacity or enhancement to the capacity of the MacIntyre DNA.

F4.3 The Applicant will also pay an amount representing the DNA Owner's reasonable estimate of any increase in Costs relating to the existing MacIntyre DNA caused by the DNA Upgrade/Capacity Increase, and Costs relating to the DNA Upgrade/Capacity Increase.

F4.4 An indication of the likely price for the provision of DNA Service 4 cannot reliably be estimated as it depends on type of works and Costs which are specific to each Applicant.

- F4.5 Where a DNA Upgrade/Capacity Increase occurs pursuant to the provision of DNA Service 4 to an Applicant (First Expansion Party) and where a subsequent Applicant (Second Expansion Party) seeks access to the increase in DNA Capacity caused by that DNA Upgrade/Capacity Increase, then:
- (a) the DNA Owner will amend this Access Policy so that the relevant DNA Upgrade/Capacity Increase becomes a new Asset Component for the MacIntyre DNA and the access price paid by the Second Expansion Party for DNA Service 1 shall include an amount representing the utilisation by the Second Expansion Party of that new Asset Component; and
  - (b) that amount would be offset against the amounts payable by the First Expansion Party for DNA Service 4.

## **F5 DNA Owner to consider Standalone and Avoidable Cost**

- F5.1 If the DNA Owner determines that the price for the provision of DNA Services over the term of the proposed Access Agreement, as calculated in accordance with paragraphs F1 to F4, is greater than the DNA Owner's reasonable estimate of cost of providing the DNA Services to the Applicant on a stand-alone basis, then the DNA Owner must determine a price for the provision of the DNA Services that is not more than the DNA Owner's reasonable estimate of avoided cost, where:
- (a) avoided cost is determined according to Schedule 5.12 paragraph (1) of the Rules and the DNA Management and Administration Deed; and
  - (b) the stand-alone cost is the DNA Owner's reasonable estimate of Costs that would be incurred to replicate or bypass the infrastructure used to provide the DNA Service sought by the Applicant, connecting to the Shared Transmission Network.
- F5.2 If the DNA Owner determines that the price for the provision of access to DNA Services over the term of the proposed Access Agreement, as calculated in accordance with paragraphs F1 to F4, is less than the DNA Owner's reasonable estimate of the avoided cost of providing access to the Applicant, as determined in accordance with paragraph F5.1(a), then the DNA Owner must determine a price for the provision of this access that is not less than that estimate of avoided cost.

## **F6 Dismantling Costs**

- F6.1 An allocation of Dismantling Costs for each Asset Component (as applicable) shall be allocated to each Existing Connected Party and Applicant seeking access to the MacIntyre DNA and IUSA Applicant seeking an IUSA Connection, based on an estimate of those Dismantling Costs and in accordance with the DNA Management and Administration Deed and/or other agreement between the Primary TNSP and IUSA Connected Parties. A Dismantling Costs allocation will be advised by Powerlink to an Applicant in the DNA Access Process; it cannot be reliably estimated in advance as it depends on the particular facts and circumstances of the Applicant and its Facility.
- F6.2 The Dismantling Costs allocation may be reallocated, reviewed and adjusted by Powerlink in accordance with the DNA Management and Administration Deed and/or other agreement between the Primary TNSP and IUSA Connected Parties.
- F6.3 Upon termination or expiry of each Existing Connected Party's Access Agreement (or other agreement between the Primary TNSP and an IUSA Connected Party), that Existing Connected Party (or IUSA Connected Party) will pay to Powerlink an amount representing its allocated share of Dismantling Costs. That share of Dismantling Costs

will be based on the estimated Dismantling Costs, unless, at the time of the relevant termination or expiry, Powerlink (acting reasonably) is able to substitute actual Dismantling Costs for the relevant allocation.

- F6.4 Where an estimate of Dismantling Costs is payable by an Existing Connected Party (or IUSA Connected Party) under clause F6.3, Powerlink may agree to defer the payment of any Existing Connected Party's (or IUSA Connected Party's) allocated share of Dismantling Costs until actual Dismantling Costs are available, and where that party provides to Powerlink a financial security, in a form acceptable to Powerlink and for the full amount of the allocated share of Dismantling Costs.



## APPENDIX G – DNA access process

**Note:** this access process is specific to the MacIntyre DNA and does not encompass requirements under the parallel Chapter 5 of the Rules process for an Applicant to *connect*.

Table G1 – DNA access process

Step No.	Description	Applicant Document	Indicative Timeframe
1.	Initial DNA Owner discussion – Applicant advises desired plant capacity, location and timing.		X
2.	DNA Owner undertakes fatal flaws assessment and reviews hosting capacity (excludes upstream network constraints), then advises Applicant.		X + 2 weeks
3.	Applicant submits DNA Access Request to DNA Owner – includes nominating Agreed DNA Transfer Limit in request.	DNA Access Request Form	Y
4.	DNA Owner notifies Existing Connected Parties of DNA Access Request.		
5.	DNA Owner provides Applicant with Access Request Report, providing a range of access fees, including estimates of avoided cost, standalone cost of alternative connection, and indicative range of pricing based on requested access parameters.		Y + 12 weeks
6.	Applicant submits DNA Services Application.	DNA Services Application	Z
7.	DNA Owner notifies Existing Connected Parties of DNA Services Application.		
8.	DNA Owner develops final pricing for Applicant's DNA Services.		
9.	DNA Owner engages with Existing Connected Parties regarding the proposed access, including proposed and final rebates (as required) and reasonable supporting information. To the extent any consent is required from the Existing Connected Parties, consent is sought.		

Step No.	Description	Applicant Document	Indicative Timeframe
10.	<p>DNA Owner and Applicant negotiate Access Agreement (with terms sufficient for the Applicant to become an Existing Connected Party), the Applicant's accession to the DNA Management and Administration Deed, and any works agreement (if separate to the Access Agreement) (<b>Applicant Contract Documents</b>).</p> <p><i>Note:</i> at any stage prior to step 10, the DNA Owner may offer the Applicant an Access Agreement to become a Conditional Proponent, in return for a fee. The terms of such Access Agreement are as set out on the DNA Owner's MacIntyre DNA webpage (or as otherwise agreed between the DNA Owner and the Applicant).</p>		
11.	DNA Owner negotiates any required amendments to Access Agreements with Existing Connected Parties ( <b>Existing Connected Parties' Amendments</b> ).		
12.	DNA Owner prepares any relevant updates required to the Access Policy.		
13.	DNA Owner provides offer to Applicant for DNA Services.		Z + 20 weeks
14.	If Applicant accepts the DNA access offer, the Applicant Contract Documents and Existing Connected Parties' Amendments are executed. Other than for the relevant works, the Applicant Contract Documents and Existing Connected Parties' Amendments are conditional on the works being completed.		
15.	DNA Owner progresses AER approval of any required updates to the Access Policy.		
16.	DNA Owner conducts relevant works to give access to the Applicant, and coordinates with Existing Connected Parties via the DNA Management and Administration Deed, including in respect of any required outages.		
17.	Applicant is given access to the MacIntyre DNA and the Applicant Contract Documents		

Step No.	Description	Applicant Document	Indicative Timeframe
	and Existing Connected Parties' Amendments become effective (to the extent they were conditional).		

## APPENDIX H – Negotiating Principles for DNA Services

1. Subject to principle 2, the price for a *DNA service* should be at least equal to the reasonable estimate of avoided cost of providing it but no more than the reasonable estimate of cost of providing it on a stand-alone basis. Avoided costs may include, without limitation, the following costs that would be incurred by the Existing Connected Party and the owner of the *designated network asset*:
  - a. capital costs incurred by the owner of the *designated network asset* for the increase in the capacity or alteration to, that existing *designated network asset* including the moving of metering and other related equipment, to provide the *DNA service*;
  - b. any lost revenue incurred by the owner of the *designated network asset* or Existing Connected Party during an upgrade of, or alteration to the existing *designated network asset*;
  - c. any changes in revenue incurred by the Existing Connected Party resulting from changes to its *marginal loss factor* caused by the subsequent *connection* to the *designated network asset*;
  - d. any increase in operation and maintenance costs incurred by the owner of the *designated network asset* caused by the subsequent *connection* to the *designated network asset*; and
  - e. increase in the costs of any charges for *use of system services* incurred by the Existing Connected Party caused by the subsequent *connection* to the *designated network asset*.
2. If the avoided cost of providing a *DNA service* is greater than the cost of providing that service on a stand-alone basis, the price for the *DNA service* may be less, but must be no more, than the avoided cost.

**Note:**

As avoided costs includes revenue losses, there may be scenarios where the avoided cost of providing the *DNA service* is higher than the stand-alone costs of constructing new assets to provide that *DNA service*.

3. The price for a *DNA service* should be such as to enable the owner of the *designated network asset* to recover the efficient costs of complying with all *regulatory obligations or requirements* associated with the provision of the *DNA service*.
4. The *connection* of an applicant to an existing *designated network asset* and access to *DNA services* must not adversely affect contractual rights and obligations of an Existing Connected Party to the *designated network asset* with the relevant owner of a *designated network asset*.
5. The *connection* of an applicant to a *designated network asset* and access to *DNA services* must not:
  - a. result in the applicant becoming the owner of any part of the existing *designated network asset* or upgrade of that asset without the consent of the existing owner;
  - b. require an Existing Connected Party or the owner of the *designated network asset* to bear all or some of the costs of an upgrade of the *designated network asset* or

maintaining an upgrade;

- c. require an Existing Connected Party to the *designated network asset* to bear all or some of the costs of a *connection* to the *designated network asset* or maintaining a *connection*; or
- d. require the owner of a *designated network asset* to extend or replicate the *designated network asset*.