



D I S P U T E M A N A G E M E N T S Y S T E M

June 2003

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1. Scope of the DMS

Powerlink Queensland has developed a dispute management system to resolve conflicts in the National Electricity market within the time periods prescribed by the Code).

2. The DMS contact

Our DMS contact person is;

Geoff Bostrom

Position: Manager Legal Services

Email: dmscontact@powerlink.com.au

Phone: (07) 3860 2709

Fax: (07) 3860 2909

Mobile: 0419 027 207

Geoff as the Manager Legal Services has direct contact with the Chief Executive and the Executive Leadership team. He also has experience in commercially resolving disputes and has completed the NEM conflict management course.

Our alternate DMS Contact person is:

Terry Miller

Position: Manager Grid Planning

Email: dmscontact@powerlink.com.au

Phone: (07) 3860 2710

Fax: (07) 3860 2388

Mobile: 0418 723 559

Terry as the Manager Grid Planning has direct contact with the Chief Executive and the Executive Leadership team. He also has experience in commercially resolving disputes.

If you have an issue that needs to be resolved you have the option of dealing with your regular commercial contact or contacting our DMS contact at any time by calling or sending a DMS referral notice (Appendix 1 - NECA Form 1). To ensure a timely response to a DMS referral notice we recommend the referral be emailed rather than faxed or posted.

If you do have an issue that needs assistance to resolve, and you are contacting our DMS contact it is useful if you can consider and let our DMS contact know whether:

- You have discussed this issue with the commercial contact.
- You need any relevant information to assist in resolving the dispute.
- You think other participants are effected.
- There is any barrier to resolution.

1. Response to A DMS notice.

You can also use the DMS to gain access to information, which is relevant to your issue, by completing the attached request and confidentiality agreement. (Appendix 1 – NECA Form 1 (item 7); Appendix 2 - Powerlink Queensland Confidentiality Agreement)

Within 2 days of receipt of a DMS referral notice and a request for information form the DMS contact will let you know when the information is to be provided and discuss any issues that may arise in providing that information.

He will also make arrangement with you for a meeting to try and discuss the issue and a process for resolution within 5 business days of receipt of a notice. Please be prepared to discuss with our DMS contact:

Who you think should be at the meeting:

- From our commercial team.
- From your team.
- From any other parties involve

4. Preparing For the DMS Meeting

The purpose of the DMS meeting is for us to discuss the best way to resolve the issue in a way, which is suitable to both parties. We recognise that, often matters which need to be escalated to a DMS can become heated and adversarial. At this time it is the role of the DMS contact is to try and ensure the meeting is constructive. We have designed a number of steps to assist in achieving this aim.

5.1 Exchange of Issues Papers

The DMS contact will arrange for the attendees at the meeting to exchange a short "issues paper" by email before the meeting setting out:

- Items to be included in an agenda.
- The issues in dispute.
- A background of discussions to that time.
- Any suggestions for going forward.

5.3 Facilitation of Meeting

Our DMS contact may chair the meeting or recommend that the meeting is facilitated or chaired by someone other than the parties where:

- The relationship is likely or has become strained
- There are a number of parties involved
- The issues are unclear or complex.

Facilitators are selected from the NECA List in consultation with you. We will only select a facilitator where it is agreed and the fees are shared equally by the parties.

5. Options Available at the DMS meeting

Being able to agree on a process for resolution of the issue without escalation may avoid and reduce costs, delay and publicity associated with court proceedings and other determinative processes such as Stage 1. At the DMS meeting parties should discuss what process should follow to resolve the dispute. There are 3 broad options:

6.1 Mediation

Where the role of the neutral is to set up a process which enhances effective and efficient communication. This can assist in the parties resolving the disputes themselves. We prefer the LEADR mediation agreement and select mediators from the NECA Adviser preferred list.

6.2 Non binding neutral Expert Evaluation

Where the role of the neutral is to take submissions from each party and inform them what is likely to occur if the matter were to be decided by an appropriate forum (i.e. the DRP, a court or other body). This can assist parties in assessing their commercial risk and commercially resolving the matter. We prefer for the parties to agree on an expert and a form of agreement or to rely on the NECA adviser to assist in this endeavor.

6.3 Binding Expert Decision

Where the parties agree to be bound by the opinion of the expert on terms suitable to them. The form of an agreement, how the process is to be run and the grounds of appeal if any need to be discussed and agreed.

The processes can be arranged by the DMS contact or by the NECA adviser by consent of the parties. To refer to the NECA adviser a Form 3 will need to be completed with the option for the adviser to assist selected. (Appendix 3 – NECA Form 3)

6. Referral to Stage 2 NECA Adviser

There may be some issues that cannot be resolved by the DMS. For disputes covered by Clause 8.2 of the Code any party to a dispute can make a referral to the NECA Adviser by completing a NECA Form 3. (Appendix 3 – NECA Form 3) Once a form has been sent the Adviser can contact Robert McIntyre or Geoff Bostrom with any queries or suggestions she has. For other disputes the parties will need to consider their legal and other remedies.

7. Time Periods under Chapter 8 of the Code

Chapter 8 sets out stringent time periods for the disputes covered by that Chapter. While the DMS process will consider the time periods you should ensure that you check the periods. If you have queries about that this is an issue you should discuss with the NECA Adviser. (Appendix 4 – Summary of Process Under Chapter 8 of the Code)

Appendix 1 – NECA Form 1



**DMS Referral Notice
(Clause 8.2.4 (c) of the Code)
Form 1**

How to complete this form:

To activate the dispute resolution mechanism under clause 8.24 of the Code you must serve this notice on the DMS contact for every other Code participant you think should be a party to the dispute.

Fax back: (insert details)

Email back: (insert details)

1. Contacting Organisation

Name of Organisation

Address

.....

DMS Contact

Telephone Extn

Fax Email

Mobile

2. Party being notified under 8.2.4 (a) of the Code

Name of Organisation

Address

.....

Contact

Telephone Extn

Fax Email

Mobile

3. Circumstances Giving Rise to the Dispute

.....

.....

.....

.....

Date dispute arose.....

.....

To complete this form:

You should attach copies of any relevant correspondence.



**DMS Referral Notice
(Clause 8.2.4 (c) of the Code)
Form 1**

3A. Notification to additional parties (delete entire section if not applicable)

How to complete this section:

Use this section when you notify a recipient who has been identified in the course of a meeting under 8.2.4(d) and (e) (see 8.2.4(h)) of that fact.

What you should be aware of when you receive this notice:

The contacting organisation and other Code Participants have previously met in accordance with clause 8.2.4(d) and (e) and have agreed this notice should be served on you.

If you do not agree to become a party to the dispute, or the dispute is not resolved within the time specified in clause 8.2.4(i) of the Code, the dispute may be referred to the Adviser in accordance with clause 8.2.5 of the Code.

Name of Organisation.....
agrees/does not agree (delete as applicable) to become a party to the dispute the subject of this Form 1.

DMS Contact

Telephone Extn

Fax Email

Mobile

4. Name of Other parties on whom this Notice has been served

Name of Organisation.....

DMS Contact

Telephone Extn

Fax Email

Mobile

5. Meeting Details Organised

What you should do when you receive this notice:

Within 5 business days of receiving this notice you must meet with the contacting organisation and any other Code Participants served with this notice, to determine by agreement the further conduct of the dispute(Clause 8.2.4(d)).

Our available days for a meeting are: Week of

Monday	Tuesday	Wednesday	Thursday	Friday
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Please fill in yours: Week of

Monday	Tuesday	Wednesday	Thursday	Friday
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**DMS Referral Notice
(Clause 8.2.4 (c) of the Code)
Form 1**

6. Preferred method of organising meeting (tick as appropriate)

Our preferred method	Your preferred method
<input type="checkbox"/> Face-to-face	<input type="checkbox"/> Face-to-face
<input type="checkbox"/> Phone	<input type="checkbox"/> Phone
<input type="checkbox"/> Facilitator	<input type="checkbox"/> Facilitator
<input type="checkbox"/> Mediation only	<input type="checkbox"/> Mediation only

If a facilitator is chosen please complete:

Name of facilitator:

Estimated cost for facilitation:

To be borne by the parties equally (please tick as appropriate):

- ☐ Yes
☐ No

7. Request for further information (optional)

How to complete this form

Please list any information you think that is relevant to any matter contained in clause 8.2.1(a) of the Code

.....
.....
.....
.....

8. The party giving notice of this dispute wishes to keep confidential

What you should understand when you complete this question:

This is to ascertain your view only and does not guarantee confidentiality (tick as appropriate):

- ☐ the fact that a dispute exists
☐ information exchanged for the purpose of attempting to resolve the dispute



**DMS Referral Notice
(Clause 8.2.4 (c) of the Code)
Form 1**

9. Details of DMS

Complete the declaration below (Please tick as appropriate):

Attached is a copy of our Dispute Management System under which the dispute should be conducted.

- ☐ Attached
- ☐ Emailed by 2003

Appendix 2 – Powerlink Queensland Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

BETWEEN	QUEENSLAND ELECTRICITY TRANSMISSION CORPORATION LIMITED A.C.N. 078 849 233 (POWERLINK QUEENSLAND) 33 Harold Street Virginia Q 4014
AND	

THE DISPUTE RESOLUTION	
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RECITALS

- A. The Parties named above have agreed to exchange information for the purpose of the Dispute Resolution named above.
- B. During the course of the Dispute Resolution, the Parties will acquire, have access to, or become aware of, Confidential Information of the other Party or of Related Parties.
- C. The Parties have agreed to mutual obligations of confidentiality in accordance with the terms of this Agreement.

AGREEMENT

1. Definitions

- **‘Confidential Information’** of a Party (“the disclosing Party”) means:-
 - (a) all information provided by the disclosing Party to the other Party (“the receiving Party”) or otherwise acquired by the receiving Party from the disclosing Party in connection with the Dispute Resolution, regardless of its form or whether the receiving Party becomes aware of it before or after the date of this Agreement (including but not limited to information regarding strategy, personnel, Intellectual Property, and industrial, marketing or commercial information relating to the business of the disclosing Party or Related Parties); and
 - (b) all information created, ascertained, discovered or derived, whether directly or indirectly, from the information disclosed.

The exceptions to the definition are:

- (a) information the receiving Party creates independently of the disclosing Party;
- (b) information that is or becomes public knowledge (other than as a result of a breach of confidentiality by the receiving Party); and
- (c) information which the disclosing Party notifies the receiving Party in writing not to be Confidential Information.

- **‘Related Parties’** means a person or organisation with whom the disclosing Party has some commercial arrangement or corporate relationship, or whose information is included amongst the information provided in connection with the Dispute Resolution as per the first paragraph (a) above.
- **‘Intellectual Property’** means copyright, patents, trade marks (registered or not), designs, design rights, software, and all other proprietary information.

2. Use of Confidential Information

- 2.1 The receiving Party shall not exploit or use any Confidential Information other than for the purpose of that party’s tasks associated with the Dispute Resolution. Without limitation, the receiving Party shall not exploit or use the Confidential Information for any business advantage, financial or otherwise.
- 2.2.1 The receiving Party shall not disclose Confidential Information except to its employees, consultants or subcontractors who have a need to know for the purposes of the Dispute Resolution (but only to the extent that each has a need to know). Before disclosure, the receiving Party shall direct the employee, consultant or subcontractor to keep the Confidential Information confidential.
- 2.2.2 The receiving Party shall not disclose (or continue to disclose, as the case may be) Confidential Information to any employee, consultant or subcontractor in respect of whom the disclosing Party notifies the receiving Party in writing that disclosure is prohibited.
- 2.2.3 The receiving Party shall be responsible for any exploitation, use or disclosure of Confidential Information by any person or organisation to whom it discloses it or who becomes aware of it due to the receiving Party’s failure to comply with its obligations under Clause 2.3.
- 2.3 The receiving Party shall do all acts and things reasonably necessary or desirable in order to protect, preserve and ensure the confidential nature of the Confidential Information. Without any limitation, the receiving Party shall:
- (a) ensure that the Confidential Information is at all times dealt with in such a manner as is appropriate and kept in an access restricted area;
 - (b) notify the disclosing Party of, and take all steps to prevent or stop, any suspected or actual breach of confidentiality;
 - (c) comply with any obligation reasonably imposed in writing by the disclosing Party in relation to Confidential Information; and

- (d) not incorporate Confidential Information into any document or other record in such a way as to identify it as relating to the business of the disclosing Party without receiving the prior written approval of the disclosing Party.

- 2.4 If a receiving Party is required by law or by the rules of any stock exchange in which its securities are listed or quoted to disclose any Confidential Information to a third person (including, but not limited to, government), the receiving Party shall be entitled to disclose such information without liability but shall provide the disclosing Party with such reasonable advance notice as is practical in the circumstances, and notify the third person that the information is Confidential Information of the disclosing Party.

3. Ownership of the Confidential Information

Ownership of the Confidential Information shall not pass to the receiving Party under this Agreement unless otherwise agreed in writing. The disclosing Party has the right to give notice in writing requiring the receiving Party to deliver to it any record of Confidential Information. Within 3 days after receipt of the notice, the receiving Party shall:-

- (i) deliver to the disclosing Party all the Confidential Information including all copies of it or extracts or summaries of it that the receiving Party had made and any software that the receiving Party creates based on it; and
- (ii) erase and destroy any copies of any software containing or comprising Confidential Information in the receiving Party's possession or under its control or which has been loaded onto its computer.

4. Remedies for Breach

The Parties acknowledge that a breach of this Agreement may cause irreparable damage to the disclosing Party for which monetary damages would not be an adequate remedy. Accordingly, in addition to other remedies that may be available, the disclosing Party may seek injunctive relief against such a breach or threatened breach without proving any actual damage sustained or likely to be sustained by it.

5. Governing Law and Jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of the State of Queensland.

6. No Waiver

Any waiver of a breach of this Agreement shall be in writing signed by the party granting the waiver and shall be effective only to the extent specifically set out in that waiver.

7. Duration

This Agreement shall survive the named Dispute Resolution. Unless the disclosing Party provides written notification to the contrary, the Agreement shall terminate five years from the date of execution.

Confidentiality Agreement

Signed for and on behalf of:	Signed for and on behalf of:
	QUEENSLAND ELECTRICITY TRANSMISSION CORPORATION LIMITED (ACN 078 849 233)
Signature:	Signature:
Name and Position:	Name and Position:
In the presence of:	In the presence of:
Signature:	Signature:
Name:	Name:

Appendix 3 – NECA Form 3



**Notification to the parties of Referral to the Adviser
(Clause 8.2.5 (b) of the Code)
Form 3**

Date:

To: (Name and Contact of each party)

.....
.....
.....

From: Shirli Kirschner
The NECA Dispute Resolution Adviser
Email: shirli@resolveadvisors.com.au
Phone: (02) 9380 6466
Mobile: 0411 380 380

Notification

This is to let you know that a dispute to which I am told you are a party, has been referred to me. A copy of the Adviser Referral Notice *Form 1* is attached.

Please complete this form and return it to me by (date)
(5 days of this notice).

How to complete this form:

You must, within **5 business days** of receiving this notice, provide me with a statement setting out:

- a brief history of the dispute and the circumstances giving rise to it; and
- a statement of your issues in relation to the dispute (Clause 8.2.5(b))

Please use the format below.

Issues in Dispute

1. A brief history of the dispute and circumstances giving rise to it (make further space as needed)

.....
.....
.....
.....
.....

2. A statement of your issues in relation to the dispute (make further space as needed).

.....
.....
.....
.....



**Notification to the parties of Referral to the Adviser
(Clause 8.2.5 (b) of the Code)
Form 3**

3. Request for Assistance

How to complete this form:

Before completing this section please call Shirli Kirschner the NECA adviser on 02 9380 6466 and discuss with her the dispute and the options available for resolution. There is no cost to you in taking this step!

If the Code Participants do not agree to the Adviser attempting to resolve the dispute, the Adviser is required to refer the dispute to the DRP for determination.

- ☐ We agree/do not agree (strike out whichever does not apply) to the NECA Adviser attempting to resolve the dispute by any means she considers appropriate (see clause 8.2.5(c) (1) of the Code).
- ☐ Our preference for any such means is:
- ☐ Mediation
 - ☐ Expert evaluation
 - ☐ Other (list)
- ☐ We understand you will arrange a meeting of representatives of the parties to discuss resolution of the dispute.

Signed:

Dated:

4. Names of Persons we would like to Constitute a Dispute Resolution Panel should you so refer this Dispute under the Code (please provide contact details if not on the NECA adviser's list)

Note:

The Adviser is required to consult with the parties to the Stage 1 Dispute Resolution Process on the composition of the DRP. However, the composition of the DRP is wholly within the discretion of the Adviser, and the Adviser's decision as to the composition of the DRP is final and binding on all parties.

.....
.....
.....

5. Any other issues

.....
.....
.....



**Notification to the parties of Referral to the Adviser
(Clause 8.2.5 (b) of the Code)
Form 3**

6. Administration

Signed

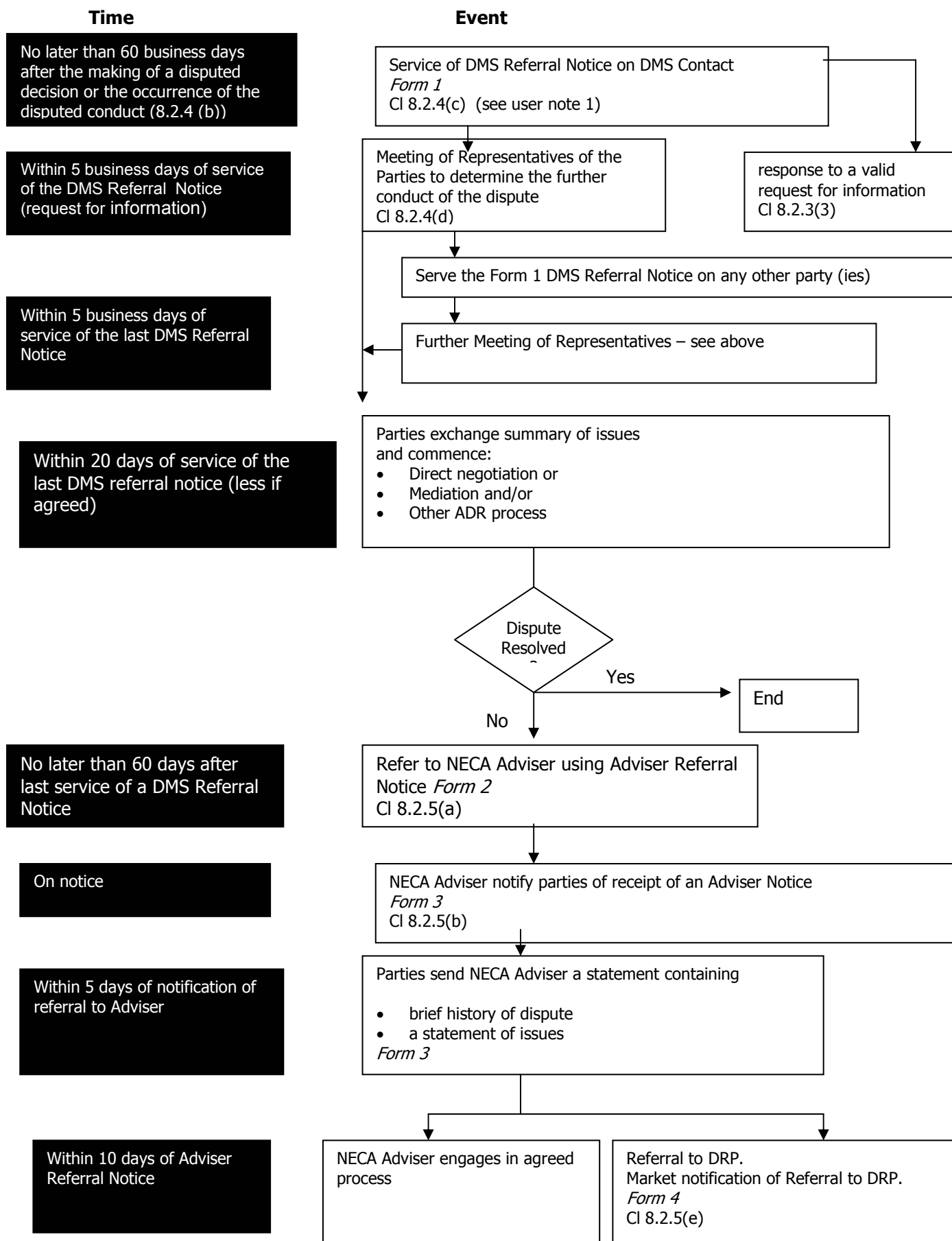
Dated

Received

Appendix 4 – Summary of Process Under Chapter 8 of the Code



Summary of Process Under Chapter 8 of the Code



User notes:

1. NEMMCO must notify the NECA Adviser if it serves or is served a DMS Referral Notice *Form 1B*
2. Days are business days.