



AusNet Electricity Services Pty Ltd

Information Sharing Protocol

30 September 2022



1 BACKGROUND

This is AusNet Electricity Distribution Pty Ltd's ("**DNSP**") information sharing protocol under clause 4.3.3(d) of the Australian Energy Regulator's Ring-fencing Guideline Electricity Distribution, Version 3, November 2021 ("**Guideline**").

Terms defined in the Guideline have the same meaning here, unless they are otherwise defined.

Under the Guideline, DNSP must:

- a) establish, and make publicly available on its website, an information sharing protocol that sets how and when it will make information referred to in clause 4.3.3(a) of the Guideline available to **legal entities**;
- b) establish, maintain and keep a register of all:
 - a. **related electricity service providers**; and
 - b. other **legal entities** who provide **contestable electricity services** but who are not **affiliates** of the **DNSP**,who request access to information identified in clause 4.3.3(a) of the Guideline, and make the register publicly available.

2 INFORMATION THAT WILL BE SHARED

Where DNSP shares **ring-fenced information** with, or **ring-fenced information** disclosed by the DNSP to a **legal entity** (that is not a **related electricity service provider**) for the purposes of research is then disclosed to, a **related electricity service provider**, in certain circumstances, DNSP will share that **ring-fenced information** (including derived information that was shared or disclosed) ("**Relevant Ring-fenced Information**") to a **legal entity** that:

- a) has requested that it be included on the information register under this policy, in accordance with this policy; and
- b) is competing, or seeking to compete, with the **DNSP**, or a **related electricity service provider** in relation to the provision of **contestable electricity services**,

(**Relevant Legal Entity**) on an equal basis.

Ring-fenced information is information that:

- c) is not already publicly available;
- d) has been acquired or generated by DNSP in connection with its provision of **direct control services**; and
- e) is about electricity networks, electricity customers or **electricity services**,

including information derived by the DNSP from such information, and such information provided to the DNSP by or in relation to a customer or prospective customer, but does not include aggregated financial information or performance information that does not relate to an identifiable customer or class of customer.

Pursuant to clause 4.3.3(c) of the Guideline, a DNSP is not required to provide **Ring-fenced Information** to a legal entity where the DNSP has disclosed that **Ring-fenced Information** in the circumstances set out in clause 4.3.2(a) to (e) of the Guideline. Consequently, **Ring-fenced Information** will not be shared under this policy, where:

- f) it has been disclosed as required, or for the purposes of complying with, any **law**;
- g) explicit informed consent to the sharing or disclosure has been obtained from the customer, or prospective customer, to whom the information relates;
- h) the sharing or disclosure is necessary to enable DNSP to provide its **distribution services**, **transmission services** or **other services** (including by acquiring other services);
- i) the information has been requested by or on behalf of a customer, or potential customer, of another **legal entity** and it is necessary to enable that entity to provide its **transmission services**, **contestable electricity services** or **other services** to that customer (or potential customer); or

- j) the disclosure is solely for the purposes of providing assistance to another **Network Service Provider** to the extent necessary to respond to an event (such as emergency) that is beyond the other **Network Service Provider's** reasonable control.

In addition, the DNSP will not share or disclose information it has obtained through its dealings with a competitor (or potential competitor) of a **related electricity service provider** where the disclosure would, or would be likely to, provide an advantage to a **related electricity service provider**.

3 THE TERMS ON WHICH INFORMATION WILL BE SHARED

DNSP will use its reasonable endeavours to provide the Relevant Ring-fenced Information by return email to a Relevant Legal Entity within 30 Business Days of the later of when:

- k) the Relevant Ring-fenced Information has first been relevantly shared or disclosed;
- l) **DNSP** is satisfied that the **legal entity** is a **Relevant Legal Entity** in the circumstances;
- m) **DNSP** is satisfied the information for which access has been requested, is Relevant Ring-Fenced Information; and
- n) the **legal entity** has made a request, via email ringfencing@ausnetservices.com.au, in accordance with the requirements of this policy.

All Relevant Ring-fenced Information is provided subject to the following terms and conditions and, by submitting a request to receive, or otherwise obtain access, to any Relevant Ring-fenced Information, and/or receiving, or otherwise, accessing any Relevant Ring-fenced Information, the **legal entity** will be deemed to have acknowledged, agreed and consented to, each of the matters set out in section 4, as well the following terms and conditions:

- o) to the extent permitted by law, neither the DNSP nor any of its related bodies corporate:
 - (i) make any representation or warranty as to the accuracy, completeness, currency or reliability of the Relevant Ring-fenced Information;
 - (ii) make any representation or warranty that the Relevant Ring-fenced Information has been audited, verified or prepared with reasonable care;
 - (iii) make any representation or warranty that the Relevant Ring-fenced Information will match data provided by a retailer or from any other source;
 - (iv) make any representation or warranty that the Relevant Ring-fenced Information is free from computer viruses, worms, trojan horses, spam or other harmful computer code, files, scripts, agents or programs which may affect a person's software or systems;
 - (v) make any representation, guarantee or warranty about any products, services or advice provided by the by or to or any person that uses, relies on, is informed by, or relates to the Relevant Ring-fenced Information;
 - (vi) accept any responsibility or liability for any interpretation, opinion, conclusion, decision, purchase of goods or services, or any other action or omission, that the **legal entity** or any other person may form, make, take or fail to take in reliance upon, or using, Relevant Ring-fenced Information;
 - (vii) accept any responsibility to inform the **legal entity** or any other person of any matter arising or coming to their notice, attention or knowledge which may affect or qualify any Relevant Ring-fenced Information; or
 - (viii) accept any responsibility or liability for any destruction, damage, loss to, or failure to supply, the Relevant Ring-fenced Information arising from a failure in data transmission or operation, error, malfunction or failure in relation to the **legal entity** any other person's computer, data or storage systems or telecommunications or digital communication systems, services or platforms;
- p) the **legal entity** accepts all risk, responsibility and liability for:
 - (i) any use of, or reliance on, the Relevant Ring-fenced Information (or any derivative or copy) by it or any person that has received such information, directly or indirectly from, or through it;

- (ii) or in relation to the performance or receipt of any services, products or advice, by it or any other person directly or indirectly related to or based on, or relying upon, Relevant Ring-fenced Information (including any copy or derivative);
- q) without limiting its other obligations, the **legal entity** must ensure that any other person it provides to, or permits to access, directly or indirectly Relevant Ring-fenced Information, accepts and agrees to these terms and conditions, and those set out in section 4, in favour of the DNSP as if a reference to **legal entity** were a reference to it, he or she, and notify the DNSP prior to doing so, and, if requested by the DNSP, procure that the person enter into a direct agreement or deed with it;
- r) to the extent permitted by law, DNSP and its related bodies corporate do not accept any responsibility or liability for any loss, damage, cost or expense, whether direct or indirect (including but not limited to legal costs and defence of or settlement claims or consequential loss or damage) whatsoever and howsoever caused, whether by negligence or otherwise, which may be suffered or which may arise from any use of, or reliance on, Relevant Ring-fenced Information (including any copy or derivative), or the performance or receipt of any services, products or advice directly or indirectly related to or based on, or relying upon, Relevant Ring-fenced Information (including any copy or derivative) and the **legal entity** releases DNSP and its related bodies corporate from all such responsibilities and liabilities.

4 HOW TO REQUEST RELEVANT INFORMATION

Legal entities requesting access to Relevant Ring-fenced Information must submit a request via email to ringfencing@ausnetservices.com.au. The request must:

- identity the kind of information being requested;
- describe the kind of information requested in sufficient detail to enable other **legal entities** to make an informed decision about whether to also request that kind of information;
- full legal name, and, in the case of companies or other entities with unique identification numbers, such as Australian Company or Business Numbers, such unique identification numbers;
- include consent to the information provided with, or as part of, the request, being reproduced, and made available, in the register and otherwise stored, disclosed or used in accordance with DNSP's privacy policy;
- include acknowledgement and agreement that you will comply with:
 - clauses 4.3.1 and 4.3.2(a) to (i) of the Guideline (in relation to the Relevant **Ring-fenced** Information that is shared with you) as if you were the DNSP; and
 - pay the DNSP's reasonable costs of processing your request and/or sharing/providing you with access to the requested Relevant Ring-fenced Information;
 - with all other terms and conditions on which DNSP shares Relevant Ring-fenced Information with you (including with respect to disclaimers, releases, negative assurances or warranties);
- copyright in Relevant Ring-fenced Information is, and will remain, the legal and beneficial property of DNSP;
- and other information, reasonably required by DNSP, from time to time.