

Consumer and Community Reference Group (CCRG)

Terms of Reference

Prepared by	Stakeholder Engagement		
Version	1		
Effective date	29 July 2024		
Status	Final		

Approved for distribution and use by:

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Title	EGM Government and Stakeholder	
Date	29 July 2024	



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Version Release

Version	Release date	Author	Changes
1	29 July 2024	Kerri Major	

This document is owned and updated by AEMO's Stakeholder Engagement Team and will be reviewed regularly. Any queries or suggestions for improvement should be addressed to StakeholderRelations@aemo.com.au.



1 Background

As part of AEMO's <u>FY25 Corporate Plan and Priorities</u> we are committed to engaging closely with our stakeholders to deliver better energy outcomes for consumers and the community. To support embedment of this consumer-mindset within our thinking, decision-making and ways of working, AEMO seeks to ensure it is providing mutually valuable channels for consumer and community stakeholder consultation and feedback.

Building on the groundwork of and representing an evolution of AEMO's Advisory Council on Social Licence (ACSL), AEMO's Consumer and Community Reference Group (CCRG) will be established in 2024, and is envisioned to be a diverse mix of independent energy experts, consumer and community advocates that AEMO can engage with as needed for input and guidance on key topics related to its work and the energy transition more broadly. Reflecting AEMO's Stakeholder Engagement Framework and Principles, these Terms of Reference (hereafter referred to as "Terms") govern the CCRG's appointment, composition, and operation, and should be read in conjunction with AEMO's most recent Member Expressions of Interest. These Terms of Reference may be updated following the selection of and in consultation with the inaugural Members of AEMO's CCRG.

2 CCRG Role

The role of the CCRG is to help bring the views and voices of everyday Australians, businesses and communities into AEMO to better inform its thinking, decision-making and support positive energy outcomes.

Leveraging their expertise and knowledge of the energy sector, energy transition, and related views and experiences of those groups they represent or advocate for, Members will help inform and improve AEMO's understanding of consumer sentiment and social licence in the energy transition, and issues related to the long-term interests of energy consumers, including in the affordability, security, and reliability of the energy system and the achievement of emissions reductions objectives.

More specifically, AEMO may ask the CCRG to provide strategic insights and advice on:

- social licence, consumer or community perspectives and sentiment to help enhance AEMO's day-to-day and future planning work.
- consumer and community engagement approach and activities; and
- work between community networks, the CCRG and AEMO, so as to enhance shared knowledge, learnings and encourage better practice.

As an advisory body, the CCRG's advice, reports and recommendations will contribute to AEMO's work but will not be binding. AEMO will consider and provide feedback on the CCRG's input, insights, advice and recommendations, including where AEMO's views and decisions ultimately differ from those of the CCRG.

3 Principles of operation

3.1 Independence

The CCRG is an independent panel of advisors and the views it expresses are to be solely those of its Members and must be reflective of the long-term interests of energy consumers and communities.



3.2 Collaborative approach

In line with AEMO's Supplier Code of Conduct, Members will be expected to work constructively, openly and collaboratively with AEMO and one another to achieve the objectives set out in the CCRG's role (section 2). AEMO may publish reports, submissions (verbal or written) and minutes of meetings from the CCRG on its website or through other channels as agreed with the CCRG. The AEMO Supplier Code of Conduct will apply to CCRG members – further information is in section 12 below.

3.3 Engagement with other AEMO stakeholder groups

AEMO operates various stakeholder engagement groups, panels and forums which may provide insights useful for the CCRG's work, or vice versa. Where areas of overlap arise, AEMO may assist in the identification, scoping and facilitation of joint or complementary work to lend shared insights where mutually beneficial to the work of the relevant groups.

3.3.1 Role of the ISP Consumer Panel

In line with National Electricity Rules (NER) requirements AEMO has established an <u>ISP Consumer Panel</u> whose role is to bring a consumer-focused perspective to the ISP development process – in particular, having regard to the long-term interests of electricity consumers¹.

While the ISP Consumer Panel and the CCRG may consider common areas (e.g., the application of social licence considerations within the ISP), each body has a distinct purpose, with the ISP Consumer Panel specifically required by the NER to provide an assessment of the evidence and reasons supporting AEMO's conclusions, including through producing written reports.

The role of the CCRG is relatively broader in its potential consultation scope, and the CCRG may advise AEMO on matters of social licence, consumer and community issues across its work outside the ISP.

4 Composition

4.1 Appointment

CCRG Members will be appointed by AEMO following a public Expressions of Interest (EOI) process. Successful applicants will be selected and appointed based on their individual capacity and expertise, not as a representative for any organisation they may be employed or engaged by or represent. Members are not permitted to nominate an alternative representative to attend meetings or participate in consultations on their behalf, on this basis.

Should vacancies arise or a Membership term end, AEMO may choose to call for new Expressions of Interest. AEMO reserves the right to directly appoint Members to the CCRG if considered appropriate, for example based on the further review and consideration of previous applicants.

4.2 Number of Members

The CCRG will have up to 15 Members at any time.

4.3 Member term

Initially, for the first constituted CCRG, Members will be appointed for a term of two (2) years.

¹ The long-term interests of consumers of electricity are set out in the national electricity objective in section 7 of the National Electricity Law.



Subsequently, and based on any learnings, AEMO may choose to specify terms of up to four (4) years to allow for continuity in the CCRG's work. AEMO also reserves the right to stagger or otherwise amend its terms, including in response to Member movements (e.g., resignations, changes in capacity to provide the time commitment required), to ensure Member expertise remains aligned with consultation topics, and to encourage appropriate diversity in the consumer interests represented on the CCRG.

4.4 Composition

To effectively fulfil its role, the CCRG will collectively represent a diverse range of consumer and community groups, perspectives and interests.

While consideration will be given by AEMO to selecting CCRG Members to balance representation from groups referred to below, Members will be selected on individual merit and no one person is expected to fulfil all requirements.

As a collective CCRG, Members will represent or demonstrate:

- Representation from across AEMO's markets and systems operating areas, including the National Electricity Market (NEM), Western Australian Wholesale Electricity Market (WEM) and east coast gas markets. This also includes representation on behalf of metropolitan, rural and regional communities.
- Expertise in / understanding of different forms of energy markets (e.g., electricity and gas), energy production (e.g., renewables, consumer energy resources) as well as different parts of energy transmission and distribution systems (e.g., generation, transmission, distribution, storage, retail and energy services).
- Expertise in / understanding of the experiences, opportunities and challenges affecting energy consumers, including residential energy consumers (including low-income and vulnerable households), small businesses, commercial and industrial businesses. This also includes representing the interests of different and diverse groups including with respect to age, abilities, cultural and language background and living situation (e.g. owners and renters).
- Expertise in / understanding of the experiences, opportunities and challenges affecting agricultural groups, regional landholders and communities with respect to energy and new infrastructure development.
- Expertise in / understanding of the experiences, opportunities and challenges affecting Aboriginal and Torres Strait Islander peoples with respect to energy and new infrastructure development.
- Expertise in / understanding of the broader environmental, social, cultural and economic considerations, opportunities and challenges presented by the energy transition.

5 Work program

5.1 Time commitments

In order to meaningfully contribute to the CCRG's work, Members will need to:

- attend formal meetings, consultations and workshops;
- prepare for meetings;
- contribute to the development and review of any material produced at, between or following meetings; and
- engage in out of session discussions (formal and informal) as required.



It is anticipated that Members will require an average contribution of 2-3 hours per consultation, and that formal CCRG meetings will be held at least once annually.

5.2 Remuneration

The relationship between AEMO and a CCRG member is that of principal and independent contractor.

Members will be remunerated for work performed at a rate of AU\$260.00 per hour, excluding GST. This will be reviewed annually in accordance with AEMO's Remuneration and Reimbursement for Consumer and Community Engagement Policy.

Work includes time reasonably spent in: AEMO-convened meetings; reading and analysing any materials provided; writing advice, presentations and reports for AEMO; engaging with other consumer and stakeholder representative bodies (including those convened by AEMO); and other activities necessary to carry out the CCRG's work.

AEMO will reimburse Members for all reasonable out-of-pocket expenses incurred, including travel, where pre-approved by AEMO in writing and consistent with AEMO's expenditure, remuneration and reimbursement policies.

5.3 Meetings

There are no regularly scheduled formal meetings of the CCRG, but meetings will be convened as required. CCRG meetings will be held virtually as much as possible. Where a face-to-face meeting is necessary, AEMO will fund approved travel for Members in accordance with AEMO's Travel Policy.

5.4 Consultation topics

AEMO's purpose is to ensure safe, reliable and affordable energy today, and enable the energy transition for the benefit of all Australians. It is intended that the CCRG will be consulted on relevant consumer and community issues related to AEMO's strategic priorities as described in its current <u>strategic corporate plan</u>:

- Operating today's systems and markets keeping the lights on and the gas flowing, and ensuring the safety, security, reliability of Australia's energy systems and markets;
- Navigating the energy future enabling a net-zero economy for Australia by 2050, enabling the least-cost, lowest-risk transition to our energy future, developing a blueprint of the NEM for the next 30 years in the ISP.
- Engaging our stakeholders collaborating with governments, industry, business, communities and consumers on energy transition solutions, approaches to securing social licence or community acceptance of energy infrastructure.
- **Evolving the way we work** reworking and streamlining processes, and aiming to improve the ease with which people work with, and within, the organisation.

5.5 Consultation process

Members and applicants may indicate to AEMO their topics of expertise and interest. AEMO will maintain a register of these topics and interests and refresh this register on an annual basis.

An indicative schedule of consultation topics for the first 6-12 months will be drawn up by AEMO and shared with all or relevant Members following their appointment, according to the current register of interests.



Based on Member's specific expertise and pre-registered interests, AEMO may choose to reach out directly to certain Members seeking their involvement in a consultation. Should broader engagement be sought, AEMO will run a callout process for interested Members to indicate their availability and agreement to participate.

In these cases, AEMO will send a brief to the CCRG with information on:

- · the nature of the issue and any background,
- timeline for consultation (e.g., 5 weeks),
- mode of consultation (e.g., workshop, 1-1 meetings),
- expected time commitment (e.g., 3 hours total) and
- desired output(s) of consultation (e.g., verbal feedback, written feedback, draft document).
- number of Members with whom AEMO seeks to consult, with the requisite expertise / understanding (e.g., 3 people)
- other stakeholders that are or will be involved in the consultation process.

CCRG Members may respond to these targeted callouts with their availability and proposal to participate. AEMO retains absolute discretion on when and which members to consult on the topic.

6 Governance

6.1 Termination

AEMO may terminate the membership of any member, should AEMO consider that a Member has:

- failed to disclose conflicts of interest within reasonable timeframes
- breached AEMO's Supplier Code of Conduct referred to in section 12, including behaving in a way
 which could be perceived as unsafe or harmful, or that may negatively impact on AEMO's abilities to
 perform its functions
- failed to represent AEMO as described in section 10
- engaged publicly in behaviour that may constitute hate speech (as governed by relevant Federal and state legislation), or speech that constitutes bullying and discrimination of AEMO personnel and/or CCRG members as described in clause 10
- failed to contribute sufficiently to the work of the CCRG.

6.2 Replacement of Members

Should a Member resign, be terminated, or otherwise be unable to carry out their role, AEMO may:

- appoint a replacement based on applicants from the most recent Expressions of Interest process;
- call for new Expressions of Interest for a replacement; or
- choose not to replace the Member.

AEMO may also specify the term of the appointment to be either the remainder of the term of the replaced Member or such other term determined by AEMO in accordance with section 4.3.



6.3 Raising concerns

AEMO is committed to providing a safe, supportive and inclusive environment for CCRG members, supporting ethical business conduct. Should Members wish to report any concerns or known or suspected misconduct involving AEMO personnel, other CCRG members, or experienced in the delivery of the CCRG's work, they may do so through:

- · their main business contacts at AEMO; or
- an email to AEMO Procurement at suppliers@aemo.com.au

If Members are not comfortable with these options, concerns can be raised directly with AEMO's authorised independent integrity hotline – STOPline. STOPline can be contacted 24/7 by telephone on 1300 304 550, facsimile on 03 9882 4480 or email at aemo@stopline.com.au. Disclosures can be posted to

C/-STOPline, PO Box 403, Diamond Creek, Victoria 3089.

Disclosures can also be made via the STOPline website at https://aemo.stoplinereport.com

7 AEMO support

AEMO personnel will provide support required to enable the CCRG to carry out its functions, including to:

- provide written material and analysis that is necessary to support productive discussion and consideration of the issues by the CCRG;
- provide secretariat support including finalising meeting agendas, issuing meeting invitations and distributing key actions for AEMO and the CCRG from the meetings;
- make relevant AEMO staff available to attend and participate in meetings and consultations of the CCRG;
- consider and respond to requests for additional information in a timely manner;
- ensure appropriate information flow and engagement between the CCRG and other relevant AEMO consumer/community engagement bodies, including the ISP Consumer Panel;
- support the CCRG to communicate and engage more broadly with other consumers and stakeholders about its work, as relevant and appropriate; and
- provide support at the AEMO senior executive level through the Executive General Manager, System Design and the Executive General Manager, Government & Stakeholder.

Support may be provided by AEMO on an outsourced basis where appropriate.

8 Conflict of interest

8.1 Duties or interest as a Member

A duty or interest arises when a Member participates in an activity or acquires another interest that jeopardises, could jeopardise or could be perceived to jeopardise, their judgement, objectivity or independence as a Member.

Conflicts of interest, duties, business dealings or personal relationships which create an actual, potential or perceived conflict with a Member's membership of and contribution to the CCRG must be avoided.



Each Member must be aware of, and is responsible for, monitoring potential conflicts between (directly or indirectly):

- the role and purpose of the CCRG and that Member's duties as a Member; and
- the Member's personal or external business interests, or their duties to any third party.

Each Member must avoid placing themselves in a position that may lead to:

- an actual or a potential conflict of interest or duty; or
- a reasonable perception of a conflict of interest or duty.

A Member must not improperly use their position as a Member, or information acquired through their position as a Member, for personal gain or gain of someone else or to compete with, harm the work of, or inappropriately influence the CCRG.

If duties or conflicts of interest are identified by Members they must be declared to AEMO as soon as possible by writing to the Group Manager, Stakeholder Engagement or declared in CCRG meetings. Following this declaration, the Group Manager will determine whether the measures proposed by the Member to manage these duties or conflicts of interest are satisfactory to AEMO.

9 Confidentiality

Any information acquired by a Member while performing their duties that is considered confidential or sensitive by AEMO must be kept confidential by the Member.

Members are required to execute a confidentiality agreement in a form acceptable to AEMO as a condition of appointment and prior to the CCRG's first meeting.

10 Representation of AEMO

Members of the CCRG are not representatives of AEMO and are not authorised to speak on behalf of AEMO. While Members may express their own views on AEMO, for example on social media, they may not share information which AEMO has indicated is confidential or sensitive information acquired while performing their duties as a CCRG member, in accordance with section 9 and the confidentiality agreement executed with AEMO at the time of their appointment.

While Members may express their own views, for example on social media, on AEMO or on the proceedings of the CCRG, AEMO will not tolerate any behaviour that may constitute hate speech (as governed by relevant Federal and state legislation), bullying or discrimination against AEMO personnel and/or other CCRG members. Such acts by Members may be grounds for termination of the Member's appointment.

11 Approval and amendment of these Terms of Reference

These Terms of Reference:

- were prepared and approved by AEMO in July 2024; and
- will be agreed to by new Members on their appointment.

AEMO may revise these Terms of Reference during the term. AEMO will consult with the CCRG prior to making any changes.



12 Supplier Code of Conduct and meeting expectations

12.1 AEMO Supplier Code of Conduct

Members are expected to familiarise themselves with and act in accordance with <u>AEMO's Supplier Code of Conduct</u>, which includes a shared commitment to deliver against the following standards:

- · Labour and Human Rights
- Workplace Health and Safety
- Diversity, Equity & Inclusion
- Sustainability
- Ethical Business Practices
- Information Security
- Business Resilience.

Any behaviour or activity from Members which AEMO considers to be inconsistent with or in breach of AEMO's Supplier Code of Conduct may be grounds for termination of the Member's appointment.

AEMO reserves the absolute discretion to amend AEMO's Supplier Code of Conduct at any time, and will inform all CCRG members of any changes.

12.2 Forum and meeting expectations

This section explains expectations regarding participation and behaviour in AEMO's stakeholder forums and meetings to create and maintain a safe and respectful environment for all participants.

All participants will:

- Respect the diversity of the group.
- Speak one at a time refrain from interrupting others.
- Share the oxygen ensure that all attendees who wish to have an opportunity to speak are afforded a chance to do so.
- Maintain a respectful stance towards all participants.
- · Listen to others' points of view and try to understand others' interests.
- Share information openly, promptly, and respectfully.
- If requested to do so, hold questions to the end of each presentation.
- Remain flexible and open-minded, and actively listen and participate in meetings.

Forum stakeholders agree to:

- Be specific and fact-based in their feedback on a specific workstream or emerging issue.
- Review and provide feedback on papers and reports.
- Relay information to their colleagues or constituents after each meeting and gather information/feedback from their colleagues or constituents, as practicable, before each meeting.



• Maintain a focus on solutions or outcomes that benefit all energy consumers.

AEMO agrees to:

- Provide technical expertise in a manner that is considerate of the audience and their level of expertise.
- Assist participants in understanding issues enough to represent their views.
- Provide all participants the opportunity to voice their views.

13 Definitions

The following words have the following meaning when used in this Terms of Reference.

AEMO	Australian Energy Market Operator Limited and includes its subsidiaries		
AEMO Personnel	 Means: any person who is employed by AEMO under a Common Law Contract (CLC), Enterprise Agreement (EA) or Fixed Term Contract (FTC); any person who is employed by a third-party organisation, such as a recruitment agency, and provides services to AEMO; and/or any contractors who perform services for AEMO. 		
CCRG	Means the Consumer and Community Reference Group established under these Terms of Reference.		
Integrated System Plan or ISP	Has the meaning set out in the National Electricity Rules.		
ISP Consumer Panel or Panel	Means the panel that AEMO has the function of establishing and supporting to provide the Consumer Panel Reports pursuant to Rule 5.22.7 of the National Electricity Rules.		
Member	Means a Member appointed to the Consumer and Community Reference Group		

14 Related AEMO policies and procedures

Reference	Title	Location
	AEMO Supplier Code of Conduct	<u>Link</u>
	Remuneration and Reimbursement for Consumer and Community Engagement Policy	To be provided upon request