



Attachment 2 Stakeholder feedback template

The template below has been developed to enable stakeholders to provide their feedback on the questions posed in this paper and any other issues that they would like to provide feedback on. The GMRG strongly encourages stakeholders to use this template, so that it can have due regard to the views expressed by stakeholders on each issue. Stakeholders should not feel obliged to answer each question, but rather address those issues of particular interest or concern.

PART A – Standardisation Reforms

	Questions	Feedback
3.2	Contracts to be standardised	
1.	Given the objective of the standardisation reforms is to facilitate more secondary capacity trading and the majority of trade is expected to be conducted using operational transfers, do you think it is sufficient to standardise terms for operational GTAs, or do you think primary GTAs also need to be standardised?	Ideally we want to be able to add bought capacity to our primary GTA as this would be the simplest from a nomination/practicality perspective. However the primary document should only be standardised to the extent that it facilitates that outcome. Ideally service provider will agree to include an operational transfer mechanism into primary GTA.
2.	Do you think there is any value in carrying out more work to standardise the CTA for bilateral trades that are given effect through a bare transfer? If so, what amendments do you think need to be made to the contract that AEMO has developed?	No
3.3	Standard terms and facility specific terms	
3.	Do you think the standard terms and the proposed scope of the facility specific terms: <ul style="list-style-type: none"> ○ will achieve the stated objectives of facilitating more secondary capacity trading by making capacity products more fungible and reducing search and transaction costs? If not, please explain why. ○ are fit for purpose and embody the principles set out in section Error! Reference source not found.? If not, 	



	Questions	Feedback
	please explain why.	
4.	<p>Do you think the balance between the standard terms and facility specific terms is appropriate, or do you think:</p> <ul style="list-style-type: none"> ○ a greater level of standardisation is required? If so, please specify which provisions you think should be standardised. ○ a lower level of standardisation is required? If so, please specify which provisions you think should not be standardised. 	
5.	<p>Do you agree with the proposed approach to the <u>secondary shipper's</u> liability for off-specification gas? If not:</p> <ul style="list-style-type: none"> ○ Do you think there should be limits on the secondary shipper's liability for off-specification gas? If so, what do you think the limits should be? ○ Do you think the secondary shipper should be liable for the service provider's loss of profits caused by the secondary shipper supplying off-specification gas? 	
6.	<p>Do you agree with the proposed approach to the <u>service provider's</u> liability for off-specification gas? If not:</p> <ul style="list-style-type: none"> ○ Do you think the service provider should be liable to other shippers, or should other shippers be required to make a claim against the shipper responsible for delivering off-specification gas into the pipeline? 	
7.	<p>Do you agree with the proposed approach to the <u>secondary shipper's</u> liability for breach of contract? If not:</p> <ul style="list-style-type: none"> ○ Do you think the uncapped liability will act as a barrier to entry? ○ Do you think there should be monetary caps, or other forms of limits, on the secondary shipper's liability? If so 	



	Questions	Feedback
	what should the caps and limits be?	
8.	<p>Do you agree with the proposed approach to the <u>service provider's</u> liability for breach of contract?</p> <ul style="list-style-type: none"> ○ If so, what level do you think the monetary cap on liability (or other limits) should be set at and do you think the repair or replacement of property should be subject to a different cap? ○ How do you think the term 'consequential loss' should be defined? 	
9.	Is it appropriate to have differing liability regimes for the service provider and secondary shipper?	
10.	Do you agree that if a shipper has a credit rating of BBB- and above it should not be required to provide credit support? If not, please explain why.	Yes – and that credit support should also include a parent company guarantee if the parent company has a credit rating of BBB- or better
11.	<p>Do you think the amount of credit support should be a function of the value of the MDQ as outlined in section Error! Reference source not found.?</p> <ul style="list-style-type: none"> ○ If not, please explain why and set out what other option you think should be used to determine the level of credit support. ○ If so, do you think the level of credit support should be based on 100% of the value of the MDQ or a lower percentage given that the secondary shipper won't actually be paying the service provider for the capacity? If you think a lower percentage should be applied, please state what percentage should be applied and why you think it is appropriate. 	<ul style="list-style-type: none"> • Yes – the proposal for 60 days exposure linked to MDQ is reasonable. • The level should be less than 100% given the secondary shipper is not paying for the capacity • The percentage should be set at an industry average that represents the proportion of the service provider's revenue that imbalance and overrun charges typically account for
12.	Is the proposed approach to curtailment timeframes appropriate? Does the regime appropriately balance the	



	Questions	Feedback
	interests of shippers and the need to preserve pipeline integrity and ensure that shippers have sufficient time to react to a curtailment?	
13.	Are the standard terms a suitable foundation for the provision of a stand-alone compression service or will such a service require a more tailored set of terms? What specific provisions do stakeholders consider are required for a workable stand-alone compression service?	
14.	<p>Do you agree with the way in which imbalance trading and in-pipe trade services have been dealt with in the operational GTA? Or do you think:</p> <ul style="list-style-type: none"> ○ the service provider should have the option of offering either (1) imbalance trading or (2) in-pipe trading? ○ the standard terms should make in-pipe trading the standard position rather than imbalance trades? <p>If you think in-pipe trading should be reflected in the standard terms, what changes would need to be made to the standard terms.</p>	
15.	Do you think the maintenance provisions are appropriate, or do you think the maintenance information that service providers are required to publish on the BB as part of the medium-term capacity outlook is sufficient?	
3.4	Application of the standardised operational GTA	
16.	What if any exceptions or qualifications should apply to the obligation for service providers that provide third party access to offer the standardised operational GTA?	
17.	Do you think the secondary shipper and service provider should be able to negotiate terms for operational transfers that	



	Questions	Feedback
	are different to those in the standardised operational GTA, or do you think the terms should be compulsory for all operational transfers?	
18.	Do you think the secondary shipper should have the option to request the inclusion of any secondary capacity in its primary GTA, or do you have concerns with this option (e.g. do you think it will affect the nature of the product being sold)? If you think the option is reasonable, do you think it should be left to the service provider to decide whether to approve such a request?	Yes – a secondary shipper should have the option of including secondary capacity in its primary GTA. As per feedback to question 1, the primary document should be standardised to the extent that it facilitates an operational transfer mechanism into primary GTA i.e. once standardised the service provider should not be able refuse a request to incorporate secondary capacity in a primary GTA.
3.5 Governance of Operational GTA Code		
19.	Do you agree with GMRG’s preliminary view on the governance model? If not, what model do you think should be used and why?	
20.	What principles do you think should be included in the NGR to guide any future amendments to the Operational GTA Code?	
21.	Do you think the AEMC should have a formal role in the change process, for example, to provide advice to the panel and/or the AER on the effect the proposed change may have on the broader market or gas market development more generally?	
22.	Do you agree with the way in which changes to the Operational GTA Code and the facility specific terms would take effect? If not, please explain why.	
3.5.2 Service provider obligations		
23.	Do you agree that the obligation of service providers to publish and offer to enter into the standardised operational GTA should be classified as civil penalty provisions?	



	Questions	Feedback
24.	Do you think exemptions from the obligation to publish and offer to enter into the standardised operational GTA should be available if the asset in question is not providing third party access? If not, please explain why. Are there any other exemptions that you think should be available to service providers?	
25.	Do you think the AER should be able to monitor the compliance of a service provider's facility specific terms with the requirements in the Operational GTA Code and the principles in the NGR (for example, the imbalance provisions or the charges)? If not, please explain why.	
3.5.3 Principles governing facility specific principles		
26.	<p>Do you agree with the proposed principles for the facility specific terms, or do you think some modifications to these principles are required?</p> <ul style="list-style-type: none"> ○ Do you think AAs are an appropriate reference point for determining whether facility specific terms are reasonable, or do you think previous AA decisions may have resulted in terms that are not reasonable? In answering this question please provide examples of terms that have been approved by a regulator that you do not consider reasonable. ○ To what extent do you think the terms in primary GTAs are an appropriate reference point for determining whether the facility specific terms are reasonable? ○ To what extent do you think the terms in existing secondary shipper gas transportation agreements (whether in an operational GTA or incorporated in a primary GTA) are an appropriate reference point for determining whether the facility specific terms are reasonable? 	



	Questions	Feedback
3.5.4	Capacity transfer procedures	
27.	Do you think AEMO should have the power to make capacity transfer procedures? If not, please explain why.	
28.	Is any guidance required in the NGR on the matters AEMO should consider when developing these procedures?	
3.6	Cost recovery	
29.	<p>Do you agree that service providers should be able to recover the incremental establishment and capacity trading costs from shippers?</p> <ul style="list-style-type: none"> ○ If not, please explain why. ○ If so, do you think: <ul style="list-style-type: none"> – the costs should be recovered from secondary shippers and primary shippers that sell their capacity, or do you think they should only be recovered from: <ul style="list-style-type: none"> (i) secondary shippers? (ii) primary shippers? (iii) secondary shippers and all primary shippers? – the costs should be recovered using a combination of a monthly administrative fee and a per trade (or per GJ) fee, or another mechanism? 	
30.	Do you think the costs that service providers seek to recover from shippers should be subject to the same pricing principle that applies under Part 23 of the NGR, or do you think a more stringent pricing principle should be applied (e.g. the prudent service provider acting efficiently test in Part 9 of the NGR)?	
31.	Do you think the AER should be able to review the costs that service providers seek to recover?	



	Questions	Feedback
	<ul style="list-style-type: none"> ○ If not, please explain why. ○ If so, do you think the proposal that the AER could initiate its own review if it was concerned about the level of charges (or if another interested party raised concerns) would work, or do you think another approach would be more effective? 	
Standardised Operational GTA		
	Do you have any other feedback on the contract terms?	
4.2.1 Receipt and delivery point zones		
32.	<p>What, if any, refinements do you think could be made to the indicative zones set out in Table 4.1 to maximise the pool of prospective buyers and sellers, while also:</p> <ul style="list-style-type: none"> ○ ensuring that capacity can be transferred between points within the zone on a one-for-one basis if there is physical capacity at the relevant point; and ○ minimising the risk that secondary shippers will not be able to access capacity at a receipt or delivery point within the zone? 	Condamine should be added to the Delivery point zones in the definition of 'Upstream of Brisbane STTM' in the RBP section
33.	<p>Do you think that:</p> <ul style="list-style-type: none"> ○ pipelines that are connected to another pipeline should be required to define a transit point delivery zone to minimise the risk that gas cannot be transported between the two pipelines? ○ pipelines connected to an STTM should be required to define an STTM delivery to minimise the risk that gas cannot be supplied into the STTM? <p>Are there any other special cases that you think would require more careful consideration to be given to the bounds of the zones?</p>	Support the implementation of points that minimise the risk that gas cannot be transported between two pipelines and/or into an STTM



	Questions	Feedback
34.	Do you agree with the principles that have been suggested by the Standardisation project team should guide the development of zones, or are there other principles you think should be considered?	
35.	Do you think these principles should be included in the NGR?	
4.2.2 Secondary firm rights		
36.	Do you agree with the project team's observations about the level of risk associated with secondary firm rights at receipt and delivery points? If not, please explain why.	Yes
37.	Apart from defining the zones more narrowly or utilising the point-to-point model, do you think there are any other ways that the risk associated with the zonal model could be reduced?	
38.	If you are a potential user of the capacity trading platform would the risk discourage you from using the exchange, or do you think the risks are manageable?	The risks are manageable and the publication of capacity/utilisation data would assist this
39.	How do you think renomination rights should be treated <i>vis-à-vis</i> secondary firm rights under the zonal model?	
4.2.3 Governance for the zonal model		
40.	Do you agree with the proposed governance arrangements for the zonal model? If not, please explain why.	
41.	Do you think the rules should specify the principles a pipeline operator, Industry Panel and/or AER would be required to consider before making a change to the zonal definition?	
4.3 Receipt and delivery point change process		
42.	Do you agree with the proposal to amend the NGR to provide	



	Questions	Feedback
	shippers and service providers with greater guidance on the rights shippers have to seek a change; the circumstances in which a service provider can withhold its consent, the time service providers should have to respond and the level of any charges that can be recovered from shippers? If not, please explain why.	
43.	Do you agree that service providers should be able to withhold their consent if the change is not technically feasible or if the change would adversely affect other shippers' access to services?	
44.	Do you agree with the proposed limitation of commercial considerations (i.e. consent can be withheld if the service provider receives less revenue under its contract with the shipper or incurs additional costs and the shipper is not prepared to pay for any shortfall)? If not, please explain why.	
45.	Are there any other reasons why you think consent should be able to be withheld by a service provider?	
46.	Do you think the timeframe that has been proposed for service providers to respond to requests to transfer receipt or delivery points: <ul style="list-style-type: none"> ○ within a zone is appropriate (i.e. within five business days)? If not, please explain why. ○ across a zone is appropriate (i.e. within five business days for an initial response and up to 20 business days for a final response)? If not, please explain why. 	
47.	Do you think provisions should be included in the NGR to override any contractual limitations on shippers seeking changes to receipt and delivery points?	



	Questions	Feedback
48.	Are there any other steps that you think could be taken to reduce the impediments to secondary trading currently posed by the receipt and delivery point change process?	
5.1 Allocation agreements		
49.	How significant an impediment to trade do you think allocation agreements are?	
50.	Are there any other impediments to trade posed by allocation agreements and/or contribution agreements that have not been identified in this consultation paper? If so, please explain what they are and how you think they could be addressed.	
51.	Do you think that deeming secondary shippers to be a party to the allocation agreement is a workable solution, or can you foresee issues with this solution?	
52.	Do you think that providing greater transparency about who to contact to become a party to an allocation arrangement will be sufficient to reduce the impediments to trade posed by allocation agreements, or do you think that other measures (including those outlined in Error! Reference source not found.) are required to facilitate access to these agreements?	
53.	What effect are differences in allocation rules at points where pipelines interconnect having on shippers at these locations? Is the effect material and do you think a common allocation rule should be adopted across the east coast?	
54.	Do you think there is any value in standardising allocation agreements?	
55.	Have you experienced any difficulties accessing receipt or delivery points that are controlled by a shipper? How prevalent	



	Questions	Feedback
	an issue do you think this is and how do you think it could be addressed?	
56.	Can contribution agreements, or the charges levied under these agreements, act as a barrier to trade?	
5.2 Imbalance clearing		
57.	<p>Do you think the capacity trading platform should facilitate the trade of imbalances?</p> <ul style="list-style-type: none"> ○ If so, do you think this should be done through the listing service or exchange? ○ If not, please explain why. 	
58.	Are there other options you think could be made available to shippers to facilitate the clearing of an imbalance (e.g. extending in-pipe trading services to other pipelines)?	
59.	Are there any other impediments to a shipper clearing an imbalance (for example, are there provisions in GTAs that prohibit shippers from trading imbalances)?	
5.3 Harmonisation of gas day start times and nomination times		
60.	<p>Do you think there is value in bringing forward the harmonisation of gas day start times in the facilitated markets?</p> <ul style="list-style-type: none"> ○ If not, why not? ○ If so, do you think it should be brought forward to 1 October 2019, or another time? 	



	Questions	Feedback
61.	<p>Should all facilities (i.e. production facilities, pipelines, compressors and storage facilities) in the east coast to be subject to a common gas day start time?</p> <ul style="list-style-type: none"> ○ If not, why not? ○ If so, do you think that this should be given effect through a provision in the NGL and NGR, or is it a matter for the facilities to negotiate with users? 	
62.	<p>Do you think there is merit in harmonising nomination cut-off times across pipelines and other facilities that will be subject to the capacity trading reforms (e.g. compressors)?</p> <ul style="list-style-type: none"> ○ If not, why not? ○ If so: <ul style="list-style-type: none"> – Do you think it should be harmonised to 3 pm (AEST) or another time? – Do you think that it should be given effect through a provision in the NGL and NGR, or is it a matter for the facilities to negotiate with users? 	
63.	<p>Are there any other costs or benefits associated with the harmonisation of gas day start times and nomination cut-off times that you think the GMRG should take into account?</p>	
64.	<p>Do you agree that provisions should be included in the standardised operational GTA to require service providers operating at the interface of markets to accommodate the differences in gas days? If so, how do you suggest that this obligation be drafted?</p>	
5.4 Contractual limitations		



	Questions	Feedback
65.	Are there any other provisions in primary GTAs that may limit a shipper's ability to trade capacity? If so, please provide an overview of the provisions and the effect they have on a primary shipper's ability to trade.	
66.	How prevalent do you think these types of contractual limitations are?	
67.	Do you think the contractual limitations on capacity trading need to be addressed? <ul style="list-style-type: none">○ If so, should they be addressed through amendments to the NGR, or should the primary GTAs be re-opened?○ If not, please explain why.	
Other		
	Do you have any other feedback?	



PART B – Capacity Trading Platform

	Questions	Feedback
7.1	Initial set of exchange traded products	
68.	Do you agree with the project team's view that the initial set of products should be limited to firm forward haul, firm park and firm compression services on the transportation assets connecting major supply and demand centres in the east coast? If not, what products do you think should be excluded from or added to the list?	
69.	Do you think there would be value in the GMRG developing the following services ahead of market start, or do you think they could be developed after market start: <ul style="list-style-type: none"> ○ backhaul services on pipelines that are not bi-directional? ○ locational swaps? ○ an imbalance exchange traded product that parties could use to clear imbalances (see section 5.2)? ○ other (non-pipeline) storage products, such as those offered by Lochard's underground storage facility, APA's Dandenong LNG storage facility? 	
70.	If you think locational swaps should be developed for market start: <ul style="list-style-type: none"> ○ Do you think they are a substitute for capacity products, or a separate product? ○ Do you think swaps could be used in place of backhaul services at market start? ○ What locational combinations do you think should be available? 	
7.2	Standardised products	
71.	Do you agree with the proposed contract tenors for the standardised products (i.e. day-ahead, daily, weekly and monthly) at market start, or do you think other tenors should be included (e.g. a quarterly product) or excluded at market start?	



	Questions	Feedback
72.	Do you agree with the proposed contract sizes for the standardised products (500 GJ), or do you think a higher (e.g. 1 TJ) or lower (e.g. 100 GJ) contract size should be adopted?	
73.	Firm forward haul products: Do you agree with the proposed contract paths for the standardised firm forward haul products, or do you think other contract paths should be considered for market start	
74.	Compression products: Do you agree with the proposed facilities on which this service would be available at market start?	
75.	Park products: Do you agree with the proposed pipelines on which this service would be available?	
7.3 Treatment of variable transportation charges		
76.	Which option do you think should be used to deal with those cases where a primary shipper is liable to pay a variable transportation charge under its primary GTA: <ul style="list-style-type: none"> ○ variable charge paid by secondary shipper to service provider? ○ variable charge paid by primary shipper to service provider, based on actual volumes transported by the secondary shipper? ○ primary shipper's variable charge converted to a fixed charge for that portion of capacity sold for the duration of the trade. 	
8.1.1 Partial or full anonymity		
77.	Do you agree that the fully anonymous option should be implemented? If not, please explain why.	
8.1.2 Information to be provided to service providers		
78.	Do you agree that Option 2 should be implemented? If not, please explain why.	
79.	Do you think AEMO should net out shippers' positions prior to transaction	



	Questions	Feedback
	information being provided to service providers to transfer capacity? If not, please explain why.	
8.1.3 Other information that could be collected and provided		
80.	<p>Do you think there is value in having AEMO:</p> <ul style="list-style-type: none"> ○ collect information from the seller on the GTA and receipt and delivery points that it wants to deduct the capacity from and to provide this to service providers? ○ collect information from buyers on the GTA they want to add the capacity to and the receipt and delivery points they intend to use? <p>Or do you think this information should be provided directly by the counterparties to the service provider?</p>	
81.	If you think the information should be provided by counterparties, at what point do you think they should be required to do so (e.g. as soon as practicable after the trade occurs or through the nomination process)?	
8.1.4 Data interchange		
82.	Do you think the BB CSV interface or STTM SIP data link should be used? Or do you think another option could be used?	
8.2 Transfer of capacity		
83.	Do you agree with the proposal for service providers to provide AEMO with confirmation that the transfer has occurred?	
84.	Do you think the buyer should also be provided a confirmation, or should they only be notified if there is a problem with the transfer?	
85.	Do you have a view on the processes that should be put in place to deal with failure to transfer capacity for technical reasons?	
8.3.1 STTM participation and integration		



	Questions	Feedback
86.	Do you have any concerns about the proposal that shippers wanting to participate in the ex-ante STTM schedule would need to purchase the capacity on D-2? If so, please explain how you think this could be addressed.	
87.	Do you think there is value in trying to integrate the capacity trading platform and the STTM? If so, do you think the manual and partially anonymous, the automatic and fully anonymous or the hybrid option should be implemented? Or are there other options you think should be considered?	
8.3.2 DWGM integration		
88.	How do market participants currently manage MHQ constraints in the DWGM and how significant an issue do you think it is?	
89.	Do you think any of the options that have been identified to deal with accreditation constraints should be implemented? If so, please state which option you think should be implemented and why.	
90.	To minimise implementation costs for industry, could standing or blank accreditation constraints be used?	
8.4 Timing of activities on D-1		
91.	Do you agree with the proposed timing offsets for D-1 activities? If not, how long do you think should be allowed for each activity?	
92.	Do you think a uniform close of trading time should be adopted or different close of trading times?	
93.	If a uniform close of trading time is to be adopted, do you think 11am is appropriate or do you think another time would be more appropriate (e.g. post the NEM pre-dispatch, which currently occurs shortly after 12.30pm)? If you think a later time would be more appropriate, how do you foresee all	



	Questions	Feedback
	the activities being carried out prior to nomination cut-off time?	
9.1 Settlement process		
94.	Do you agree with AEMO's proposal to combine the settlement amounts for capacity products and gas products? If not, please explain why.	Yes
95.	Do you think any changes need to be made to the settlement process to accommodate capacity products?	
9.2.2 Prudential exposure		
96.	Do you agree with AEMO's proposal to aggregate the prudential requirements across gas and capacity products on the GSH? If not, please explain why.	Yes – prudential requirements across gas and capacity products on the GSH should be aggregated.
97.	Do you think the same collateral requirements that currently apply to gas products should also apply to capacity products on the GSH? Or do you think a lower level of collateral is required in the forward period? If so, what level do you think this should be set at or do you think further quantitative work should be carried out to determine the level of collateral?	
98.	If the collateral requirement was to be reduced in the future period, would you be comfortable receiving a lower level of compensation if a default event occurs? Or alternatively, do you think the compensation level could be maintained at 25% but the collateral reduced?	
10.1 Delivery default, pre-trade verification and short selling		
99.	Are there any other circumstances in which you think delivery default could occur?	
100.	Do you think there is value in developing a registry that could be used by AEMO to verify whether sellers have capacity to sell before they enter into a trade, or do you think the costs of doing so are likely to outweigh the	



	Questions	Feedback
	benefits?	
101.	Do you think the market conduct rules will deter Trading Participants from engaging in short-selling?	
10.2 Default under primary GTA		
102.	<p>Do you think arrangements should be put in place (other than cancellation) to mitigate the risk of termination of the primary GTA, such as options 2 and 3? If you think other options should be used:</p> <ul style="list-style-type: none"> ○ Why do you think capacity should be treated differently to gas products? ○ Why do you think it is appropriate for service providers to be subject to the obligations that would come with these options? ○ Do you support options 2 and/or 3(a) or (b)? What other options are available? 	
103.	If you think option 2 should be used, how long do you think service providers should be required to honour the trade (e.g. 1-2 days, one month, or for the duration of the trade)?	
104.	<p>If you think buyers should have an option to acquire the capacity from the service provider, do you think:</p> <ul style="list-style-type: none"> ○ the buyer should have a first right of refusal, an enforceable option or a general right to initiate good faith negotiations? ○ the price at which the secondary shipper can access the capacity should be specified in the operational GTA or be regulated in some way? 	
105.	Do you agree that if the trade has to be cancelled, then the effect of the cancellation should be borne by all secondary shippers on a pro-rata basis?	
10.2 Default under operational GTA		



	Questions	Feedback
106.	<p>Do you agree that if default under the operational GTA occurs:</p> <ul style="list-style-type: none"> ○ after the trade is effected, the trade should be allowed to proceed? ○ before the trade is effected, the trade should be cancelled? 	
10.2.2 Default on GSH financial obligations		
107.	<p>Do you think the arrangements that currently apply to seller defaults under the GSH should be applied to capacity products, or do you think that any transfers of capacity that have already occurred at the time of default should be excluded from the close out and offset calculation?</p>	
10.2.3 Short selling		
108.	<p>If a short sale occurs, do you think the trade should automatically be cancelled, or do you think the seller should have a period of time to rectify the short sale before it is cancelled?</p>	
109.	<p>If seller is unable to rectify the short-sale (e.g. because there is no spare capacity on the pipeline), should the capacity of all affected secondary shippers be curtailed on a pro-rata basis?</p>	
11 Bilateral trading obligations		
110.	<p>Do you think that shippers offering to sell capacity on a bilateral basis should be required to offer a prospective buyer the option of using an operational transfer to give effect to the trade?</p> <ul style="list-style-type: none"> ○ If not, please explain why. ○ If so, do you think the proposal to include a provision in the NGR to require shippers to offer this option will work effectively? 	
111.	<p>Do you think it should be mandatory for shippers to advertise any secondary capacity trades conducted outside the exchange ahead of time on the listing service?</p> <ul style="list-style-type: none"> ○ If not, please explain why and also outline whether you think the AEMC's concerns about discriminatory access could be dealt with in 	



	Questions	Feedback
	<p>another way.</p> <ul style="list-style-type: none"> ○ If so, how do you think the practical issues raised by the project team could be overcome? 	
12	Governance and transitional arrangements	
112.	Are there any other changes that you think will be required to the governance arrangements that have not been identified in Table 12.1?	
113.	How long do service providers think it will take to set up any systems that may be required and to test these systems with AEMO?	
	Other	
	Do you have any other feedback?	