

Test Agreement

Test Description: **nbn**TM HFC Installation Options BRT



This Agreement is a Standard Form of Access Agreement for the purposes of Part XIC of the *Competition and Consumer Act 2010* (Cth) where one is required for NBN Co to supply a Test Product

NBN Co Limited

Test Agreement

Test Description: nbn™ HFC Installation Options BRT

NBN Co Networks: HFC



Version	Description	Effective Date
1.0	Published on 22 May 2017	Execution Date

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Environment

NBN Co asks that you consider the environment before printing this document.



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Test Agreement

Test Description: **nbn**TM HFC Installation Options BRT

Parties

- NBN Co Limited (ABN 86 136 533 741) of Level 11, 100 Arthur Street, North Sydney NSW 2060 (**NBN Co**);
- [Insert full legal name of Test Participant] (ABN [insert ABN]) of [insert registered address of Test Participant] (**Test Participant**)

Background

- A. This Test Description, together with the Standard Test Terms, forms the Test Agreement for the HFC Installation Options BRT.
- B. The purpose of the HFC Installation Options BRT is for the Test Participant to test their process with NBN Co's process for HFC Installation Options prior to the launch of the HFC Installation Options in the WBA.
- C. Upon Activation of an order placed by Test Participant in the HFC Installation Options BRT, NBN Co will supply the NEBS Ordered Product in accordance with the WBA (HFC), not the test arrangements detailed in the WBA (HFC Installation Options).
- D. The HFC Installation Options BRT will allow Test Participant to provide feedback to NBN Co about the HFC Installation Options processes.

1. Interpretation

In this Test Description:

- (a) The singular includes the plural and vice versa;
- (b) Any capitalised term used but not defined has the meaning given to that term in the Standard Test Terms; and
- (c) Any capitalised term used but not defined in this Test Description or the Standard Test Terms has the meaning given to that term in the WBA (HFC Installations Options).

2. Participation in the HFC Installation Options BRT

To participate in the HFC Installation Options BRT, the Test Participant must:

- (a) be a party to a WBA (HFC);
- (b) have entered into the Standard Test Terms; and
- (c) have entered into this Test Description for HFC Installation Options BRT.

3. Documentation

- (a) For the HFC Installation Options BRT, NBN Co will provide (unless already provided before the date of this Test Description), and Test Participant must comply with:
- (i) the WBA (HFC Installation Options);
 - (ii) the HFC Installation Options Rebate Notice;
 - (iii) the terms of Test Cases applicable to the Test Activities;
 - (iv) the Supply Terms (if relevant to the Test Activities); and
 - (v) the Installation Guides,
- (each a **Supporting Document**).
- (b) NBN Co may:
- (i) amend or replace any Supporting Document by giving 5 Business Days' notice to Test Participant; and
 - (ii) without limiting clause 6, amend or replace this Test Description by giving 20 Business Days' notice to Test Participant.
- (c) Upon Activation of a NEBS Ordered Product supplied by means of the NBN Co HFC Network at a Participating End User's Premises following an order placed by Test Participant in the HFC Installation Options BRT, NBN Co will supply the Ordered Product in accordance with the WBA (HFC), not the test arrangements detailed in the WBA (HFC Installation Options) and Supporting Documents.

4. HFC Installation Options BRT

4.1 Test Activities

- (a) During the Test Period, NBN Co and Test Participant will participate in the HFC Installation Options BRT, in accordance with this Agreement and the Supporting Documents.
- (b) Test Participant must not place a Service Transfer Order as part of the HFC Installation Options BRT.
- (c) Subject to the rights and obligations of each party under this Agreement, the parties will cooperate with each other and work collaboratively in connection with the performance of the Test Activities so as to enable NBN Co to develop and enhance its network, systems, facilities, products, services and processes through the learnings gained by NBN Co and Test Participant from the Test Activities.
- (d) Test Participant must participate in Test Activities in accordance with:
- (i) the processes and procedures set out in this Agreement and the Supporting Documents (including by undertaking all necessary On-boarding activities); and
 - (ii) NBN Co's reasonable instructions, policies and procedures regarding the Test Activities that are notified by NBN Co to Test Participant from time to time.
- (e) Without limiting clauses 4.5 and 7, on request by NBN Co, Test Participant must provide to NBN Co any Test Information within any reasonable timeframe specified by NBN Co.

4.2 Service Levels

- (a) During the Test Period, the Service Levels for End User Connections in respect of the NEBS supplied by means of the NBN Co HFC Network will apply in respect of the HFC Installation Options BRT as if those Service Levels were Operational Targets and accordingly are non-binding and aspirational and no Commercial Rebates or CSG Compensation are payable in respect of any End User Connection submitted in connection with HFC Installation Options BRT.
- (b) Clause 15.1 Measurement of the Service Level Schedule will not apply in relation to this Test Description or the Test Activities.

4.3 Charges and Rebates

- (a) Upon Activation of a NEBS Ordered Product supplied by means of the NBN Co HFC Network at a Participating End User's Premises following an order placed by Test Participant in the HFC Installation Options BRT, NBN Co will supply the NEBS Ordered Product in accordance with the WBA (HFC), and Customer must pay the applicable Charges in accordance with the WBA (HFC).
- (b) In accordance with the HFC Installation Options Rebate Notice, NBN Co will pay the Test Participant any applicable rebate for Activations of Ordered Products during the HFC Installation Options BRT following a Customer Dispatch NBN Co Self-Install Kit – HFC or Customer Professional Installation – HFC.

4.4 Application of WBA (HFC)

Unless expressly set out in this Agreement, upon activation of a NEBS Ordered Product supplied by means of the NBN Co HFC Network at a Participating End User's Premises following an order placed by Test Participant in the HFC Installation Options BRT, the provisions of the WBA (HFC) will apply to that Ordered Product (including all Service Levels and Charges).

4.5 Errors, defects and deficiencies

Test Participant will notify NBN Co of any matter which Test Participant considers to be a material error, defect or deficiency in NBN Co's processes or procedures regarding the HFC Installation Options arising from the HFC Installation Options BRT, as soon as reasonably practicable following becoming aware of that material error, defect or deficiency.

5. Participating End Users

5.1 Coordinated communications plan

Test Participant must work collaboratively with NBN Co to develop and deliver to potential Participating End Users a coordinated communications plan for the purposes of encouraging potential Participating End Users to participate in the HFC Installation Options BRT.

5.2 Management of Participating End Users

Test Participant must manage all aspects of its relationship with Participating End Users, including:

- (a) arranging for the participation of Participating End Users in the Test Activities and termination of such Test Activities in a manner consistent with this Agreement;
- (b) managing all interactions with Participating End Users, including handling service, technical and maintenance enquiries and requests, disputes, provision of information and communications as reasonably directed by NBN Co (including details of relevant Test Activities); and
- (c) ensuring that it enters into an agreement with Participating End Users which allows Test Participant to comply with this Agreement.

5.3 Connections

- (a) NBN Co will be responsible for supplying the NBN Co-NTD Self-Install Kit – HFC in accordance with this Agreement and Supporting Documents.
- (b) Test Participant will be responsible for providing the End User Equipment that may be required for the purposes of the HFC Installation Options BRT.

6. Term, termination and withdrawal

- (a) This Test Description will commence once executed by both parties and terminate on the Expiry Date unless terminated earlier in accordance with clauses 6(b) or 6(c) (**Test Period**).
- (b) NBN Co may issue a Cancellation Notice at any time in accordance with the Standard Test Terms to terminate:
 - (i) this Test Description; and/or
 - (ii) the Test Activities.
- (c) Test Participant may terminate this Test Description or withdraw from the HFC Installations Options BRT by giving 10 Business Days' written notice to NBN Co.
- (d) If this Agreement is terminated:
 - (i) before the date on which the changes to the WBA (HFC) to introduce the HFC Installation Options become effective:
 - (A) NBN will cancel any in-flight Connect Orders submitted by Test Participant in respect of HFC Installations Options BRT and Test Participant must immediately cease to submit Connect Orders in respect of HFC Installations Options BRT; and
 - (B) Test Participant must comply with clause 14(a) of the Supply Terms (if relevant to the Test Activities); or
 - (ii) on or after the date on which the changes to the WBA (HFC) to introduce the HFC Installation Options become effective, the WBA (HFC) will apply to any in-flight Connect Orders submitted by Test Participant in respect of HFC Installations Options BRT.

7. Test Contacts

- (a) NBN Co and Test Participant will each appoint a person as a contact point in relation to process issues (if any) arising from the Test Activities (each, a **Test Contact**).
- (b) NBN Co and Test Participant will provide telephone and email contact details of their Test Contacts to each other before Test Activities commence.
- (c) At regular intervals during the Test Period and after completion of the Test Activities, the parties will, at NBN Co's request, meet to review and evaluate the NBN Co's processes and procedures regarding HFC Installation Options.
- (d) At regular intervals during the Test Period and after completion of the Test Activities, Test Participant will, at NBN Co's request, obtain or assist NBN Co to directly obtain (as applicable) additional feedback from Participating End Users regarding the NBN Co's processes and procedures regarding HFC Installation Options.

8. Definitions

Unless otherwise defined, terms used in this Test Description have the meaning given in the Standard Test Terms and the WBA (HFC Installation Options) and:

Expiry Date means 30 June 2017 or such later date as notified by NBN Co to Test Participant.

HFC Installation Options means each of the following installation options with respect to NEBS supplied by means of the NBN Co HFC Network:

- (a) Customer Dispatch NBN Co Self-Install Kit - HFC;
- (b) Customer Professional Installation – HFC;
- (c) NBN Co Dispatch NBN Co Self-Install Kit – HFC; and
- (d) NBN Co Professional HFC-NTD Installation.

HFC Installation Options BRT means business readiness testing for each of the relevant HFC Installation Options conducted in accordance with this Agreement and the Supporting Documents.

HFC Installation Options Rebate Notice means the document of that name provided by NBN Co to Test Participant for the purposes of clause 3 of the Test Description.

Participating End User means an End User of the Test Participant that is participating in the Test Activities.

Supply Terms means the draft version of the Supply Terms for NBN Co Self-Install Kit - HFC in the form provided to Test Participant on 28 April 2017.

Supporting Document has the meaning given in clause 3.

Test Activities means the relevant testing activities required to complete the Test Cases.

Test Cases means the list of test cases provided by NBN Co to Test Participant in relation to HFC Installation Options BRT including any definition or description document, which describes how Test Participant must perform the relevant tests and the assistance and direction which NBN Co intends to provide.

Test Contact has the meaning given in clause 7(a).

Test Information means in relation to each Test means any observations, findings or results in connection with the Test Activities.

Test Period has the meaning given in clause 6(a).

WBA (HFC) means a WBA with Head Terms version 2.4.

WBA (HFC Installation Options) means:

- (a) with respect to the Dictionary, NBN Co Operations Manual, NEBS Product Description, NEBS Product Technical Specification (FTTP/Wireless/Satellite/HFC) and Price List, the draft versions of those documents updated for the HFC Installation Options in the form provided to Test Participant on 24 March 2017; and
- (b) with respect to the documents not referred to in paragraph (a) above that form part of the wholesale broadband agreement, those documents in the form published on the NBN Co website at the date of this Test Description.

Execution

Executed as an agreement

Signed for **NBN Co Limited** by its authorised representatives:

Signature of authorised representative

Signature of authorised representative

Name of authorised representative

Name of authorised representative

Date of signature

Date of signature

Signed for **[insert full legal name of Test Participant]** by its authorised representatives:

Signature of authorised representative

Signature of authorised representative

Name of authorised representative

Name of authorised representative

Date of signature

Date of signature

