



15 August 2023

Dear RSP,

The Commonwealth Government has asked **nbn** to implement an initiative to provide internet access for up to 30,000 families with school aged children who are not currently connected at home to **nbn**-powered broadband (**School Student Broadband Initiative** or **SSBI**). Whilst **nbn** recognises that retail service providers set their own retail prices, the Commonwealth Government's policy and expectation is that these families should not have to pay for this internet access.

The Commonwealth Government requires the families to be nominated by third party organisations (e.g., schools, education authorities and partnering community organisations) and be offered a bespoke SSBI retail plan from participating RSPs that has been tailored to this initiative. The Commonwealth Government has asked **nbn** to have the offer in place and to have commenced connecting eligible families from the start of the 2023 school year.

In implementing the SSBI, **nbn** has identified three main streams of work:

1. Engagement of schools, education authorities and partnering community groups (SSBI 3rd Party Organisations) who will be responsible for identifying the families who will be potentially eligible for a broadband service.
2. Develop a commercial offer for RSPs to participate and provide 12 months of internet access to the premises of the eligible families. The Commonwealth Government expects RSPs to provide SSBI to participants free of charge.
3. Build end-to-end systems and processes to help support identification of families by approved SSBI 3rd Party Organisations, through to wholesale rebates and other payments to RSPs in relation to activated services.

Through the terms of this letter agreement, **nbn** is addressing the second stream of work and offering to provide rebates and waivers to your organisation for participating in the SSBI.

Except as expressly set out below, nothing in this letter agreement affects the application of the Wholesale Broadband Agreement or any **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus Interim Agreement between **nbn** and your organisation, including with respect to Fair Use Policies, ordering and other operational processes.

**nbn** will monitor the need for adjustments to the assistance offered under this letter agreement and seek to respond to the needs of Eligible Families during the term of the offer, including to respond to any adjustments required by the Commonwealth Government.

## Action required

Please sign and return this letter agreement to [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au) by 29 September 2023 to take advantage of this offer, noting that limits will apply to accessing the rebate and waiver. Alternatively, if you would

This document forms part of NBN Co's Wholesale Broadband Agreement, which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010 and constitutes nbn's Latest Standard Offer



like to execute this letter agreement using DocuSign, please request this via email to [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au).

Your **nbn**<sup>™</sup> account manager is ready to help your organisation with anything contained in this letter agreement. If you have any questions about this letter agreement, please email [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au).

## A. SSBI Rebates and waiver

1. Subject to the terms of this letter agreement, **nbn** will provide your organisation with the following Rebates (**SSBI Rebates**):
  - a. a Rebate (**SSBI Wholesale Rebate**) for each Eligible Product in respect of which your organisation has placed, and **nbn** has completed, an SSBI Order;
  - b. a Rebate (**SSBI Retail Service Payment**) for each SSBI Retail Plan associated with an SSBI Order;
  - c. a Rebate (**SSBI Connection Payment**) for each SSBI Retail Plan activated, to contribute to the cost of End User Equipment supplied by your organisation to an Eligible Family as part of that SSBI Retail Plan; and
  - d. a Rebate (**SSBI Transition Payment**) to support the disconnection process in respect of each SSBI Order.
2. Subject to the terms of this letter agreement, each SSBI Rebate will be paid per SSBI Order completed and will be calculated in accordance with the table below:

Eligible Product	SSBI Wholesale Rebate	SSBI Retail Service Payment	SSBI Connection Payment	SSBI Transition Payment <sup>1</sup>
<b>nbn</b> <sup>®</sup> Ethernet	\$594			\$129
<b>nbn</b> <sup>®</sup> Sky Muster <sup>®</sup> Plus	\$540	\$180	\$150	\$120

*Note: The SSBI Transition Payment is only payable in the circumstances described in paragraph 5.*

3. **nbn** will waive (**SSBI New Developments Waiver**) any new developments Charge under section 9 of the **nbn**<sup>®</sup> Ethernet Price List that would otherwise apply in respect of an SSBI Order placed in the Campaign Period.

## B. SSBI Orders to which SSBI Rebates and waiver apply

4. **nbn** will only provide SSBI Rebates and the SSBI New Developments Waiver to your organisation if:
  - a. your organisation has demonstrated, to the satisfaction of **nbn**, the ability to accept an order for an SSBI Retail Plan from an Eligible Family as soon as possible after signing and returning this letter agreement and in any case no later than 14 December 2023;
  - b. **nbn** is satisfied that the SSBI Retail Plan to be supplied to that Eligible Family is consistent with the attributes communicated to **nbn** under paragraph 13; and
  - c. the SSBI Order placed by your organisation is placed during the Campaign Period.
5. The SSBI Transition Payment is only payable if **nbn** notifies your organisation that the following events have occurred:



- a. the SSBI is not extended by the Government beyond 12 months of subsidised internet access to Eligible Families at Eligible Premises; and
  - b. there is no alternative initiative on the part of the Government to support Eligible Families connected to **nbn**-powered broadband (under SSBI) beyond a 12-month term.
6. If, in respect of an Eligible Premises:
- a. your organisation has placed an SSBI Order for which the Eligible Product is **nbn**<sup>®</sup> Ethernet; and
  - b. **nbn** determines, via the Site Qualification System, that the **nbn**<sup>®</sup> Copper Pair in respect of that Premises is unable to achieve the bandwidth profile for that Eligible Product,
- then an Ordered Product will be considered an Eligible Product for that Premises if the AVC TC-4 bandwidth profile selected by your organisation is the highest AVC TC-4 bandwidth profile that the **nbn**<sup>®</sup> Copper Pair can support.

### C. Interaction with other Discounts, Credits, Rebates and Waivers

7. Where an Eligible Product is eligible for an SSBI Rebate, an SSBI New Developments Waiver a Take 2 Rebate or any Campaign Discount made available under Module B3 of the Discounts, Credit and Rebates Annexure to the **nbn**<sup>®</sup> Ethernet Price List, your organisation will be entitled to the SSBI Rebate and SSBI New Developments Waiver only, despite anything else in the Wholesale Broadband Agreement or Take 2 Letter Agreement.
8. An Eligible Product referred to in paragraph 7 will be taken into account when calculating:
  - a. any Bounty Incentive Payment or Baseline Number under the Take 2 Rebate Program (as those terms are defined in the Take 2 Letter Agreement); and
  - b. any RSP Base Ratio that may be specified under the terms of a Campaign Discount.
9. Except where expressly stated in this section C, nothing in this letter agreement affects the operation of any other Discount, Credit, Rebate or Waiver.

### D. Applications process and publicity

10. To be eligible to claim any SSBI Rebates or SSBI New Developments Waiver, your organisation must submit details of its SSBI Retail Plan to **nbn** as soon as possible after signing and returning this letter agreement and in any case no later than 14 November 2023. The details of the SSBI Retail Plan must include, as a minimum, the information outlined in paragraph 13.
11. Your organisation must not, prior to the Campaign Launch Date, disclose or publicise the fact of, or any details regarding, its participation or intended participation in the SSBI without the consent of **nbn** or the Commonwealth Government, provided that:



- a. **nbn** will not withhold its consent for your organisation to make reasonable disclosures to the Commonwealth Government or an SSBI 3<sup>rd</sup> Party Organisation for the purpose of facilitating your organisation's participation in the SSBI; and
  - b. if your organisation seeks consent from the Commonwealth Government, it must do so through **nbn** and must not contact the Commonwealth Government directly.
12. Your organisation consents to **nbn** using and disclosing (including to SSBI 3<sup>rd</sup> Party Organisations) the following in order for **nbn** to administer the SSBI:
- a. your organisation's name and information in connection with its participation (or intended participation) in the School Students Broadband Initiative; and
  - b. information in connection with your organisation's SSBI Retail Plan (which may be used, for example, by SSBI 3<sup>rd</sup> Party Organisations to inform Eligible Families seeking to access an SSBI Retail Plan from your organisation).

## E. SSBI Retail Plan information requirements

13. Your organisation must provide **nbn** with the following details of your organisation's SSBI Retail Plan in accordance with the timeframes in paragraph 10:
- a. **retail pricing:** the retail price point (if any) at which your organisation proposes to provide the SSBI Retail Plan to Eligible Families;  
*Note: The Commonwealth Government's expectation is that retail service providers participating in the SSBI do not impose retail charges to eligible families. nbn notes that it cannot impose zero cost on RSPs and that retail pricing is a matter for each retail service provider.*
  - b. **term:** the duration for which your organisation intends to make available the SSBI Retail Plan to Eligible Families, absent any disconnection request from such Eligible Families, noting that **nbn's** expectation is for the SSBI to facilitate 12 months' worth of subsidised broadband access;
  - c. **transition:** what your organisation plans to do with each SSBI Retail Plan at the conclusion of the 12 months' subsidised access, noting that **nbn** expects that your organisation will avoid an approach that could result in a price shock for Eligible Families (for example, if they were transitioned to a full-price retail plan immediately following the 12-month period);
  - d. **geographical scope:** whether your organisation's SSBI Retail Plan will be made available in respect of Premises across the **nbn**<sup>®</sup> Network footprint, or a specific sub-set;
  - e. **customer premises devices:** the End User Equipment that your organisation will supply in connection with the SSBI Retail Plan, at no additional cost, such as residential gateways or routers;  
*Note: nbn encourages your organisation to provide the same End User Equipment to Eligible Families as provided to your organisation's non-SSBI broadband customers.*



- f. **retail speed tier and data inclusion:** any representations regarding retail speeds (including upload and download speeds) and data inclusions that your organisation intends to make in respect of the SSBI Retail Plan;

*Note: nbn encourages your organisation to have regard to the ACCC's Broadband Speed Claims Guidance and its Australian Consumer Law obligations in your organisation's marketing and supply of the SSBI Retail Plan to Eligible Families. nbn encourages your organisation to provide Eligible Families with unlimited data inclusions, subject to the nbn® Ethernet Fair Use Policy and the nbn® Sky Muster® Plus Interim Agreement Fair Use Policy.*

- g. **additional inclusions:** any additional non-nbn features that your organisation intends to include as part of, or in a bundle with, the SSBI Retail Plan (for example, a third-party streaming video service inclusion);

*Note: nbn expects that these inclusions are not features for which your organisation would ordinarily impose a separate charge on End Users, such as free introductory offers that transition into paid subscriptions.*

- h. **change of address:** commitment to ensuring the SSBI Retail Plan continues to be offered to Eligible Families at their new Premises if they move house during the 12-month term after their SSBI Retail Plan commences, provided that their new Premises is Serviceable;

- i. **service assurance:** service level and fault rectification commitments or targets in comparison to those provided by your organisation to other end users of your nbn-powered retail services; and

- j. **termination charges:** whether your organisation intends to impose early termination charges or break fees in respect of the SSBI Retail Plan (for example, where an Eligible Family chooses to terminate their SSBI Retail Plan, or your organisation terminates the supply of an SSBI Retail Plan due to an Eligible Family's default).

*Note: Your organisation must not charge any early termination charges in relation to additional inclusions as referred to in paragraph 13.g. nbn also encourages your organisation not to charge an early termination fee in relation to its SSBI Retail Plan.*

## F. Ordering SSBI Retail Plans and customer lifecycle management

### 14. Your organisation must:

- a. work with nbn and SSBI 3<sup>rd</sup> Party Organisations to integrate your organisation's order fulfilment processes, or otherwise provide an appropriate interface, with the end-to-end nomination to activation process being designed and built by nbn;
- b. subject to paragraph 16, provide collateral about your organisation's SSBI Retail Plan to nbn and SSBI 3<sup>rd</sup> Party Organisations so Eligible Families can be informed about your organisation's SSBI Retail Plan;
- c. establish a dedicated means by which Eligible Families may order SSBI Retail Plans from your organisation, such as through:
  - i. an SSBI-specific call centre team using a unique 1800 number or similar; and/or
  - ii. an SSBI-specific online ordering portal; and
- d. ensure that your organisation's order fulfilment processes in respect of SSBI Retail Plans have regard to the matters and considerations in paragraph 17.



15. Your organisation may use alternative order fulfilment processes, provided they meet the objectives of SSBI and have been approved by **nbn**.
16. Where **nbn** discloses details of an Eligible Premises or Eligible Family to your organisation, that does not indicate or imply that the Eligible Family or any prospective end user at the Eligible Premises (which may include Eligible Families) has given consent to receiving direct or targeted advertising communications in relation to the SSBI.
17. Your organisation acknowledges that Eligible Families may require additional support in acquiring access to **nbn**-powered products and services and, accordingly, your organisation's marketing and order fulfilment processes must at a minimum take into account the following aspects of additional support:
  - a. **identity documentation:** your organisation should consider how to accommodate identity checks using documentation for Eligible Families that may not be Australian citizens (including where the Eligible Family arrived in Australia as refugees);
  - b. **language barriers:** to the extent that an Eligible Family is not proficient in the English language, your organisation should consider providing support such as multilingual collateral or interpreter services;
  - c. **online skills and access:** your organisation should consider how to support families who have limited access or skills to place orders online (such as support via contact centres, in-store channels or assisted installation services);
  - d. **credit history & digital payments:** your organisation should consider how to manage orders, invoices and payments for families that have no or poor credit history or no access to credit cards or electronic banking;
  - e. **creditworthiness:** if your organisation performs credit assessments on Eligible Families, including in determining whether to disconnect an SSBI Retail Plan due to payment default, your organisation must have regard to the following factors:
    - i. the SSBI Rebates and SSBI New Developments Waiver and the effect these have on:
      - a) the financial obligations incurred by the end user;
      - b) the end user's ability to satisfy those financial obligations; and
    - ii. the policy objectives of the SSBI Rebates and SSBI New Developments Waiver, including the provision of services to families who might otherwise be unable to afford them; and
  - f. **other features:** in addition to the typical lifecycle management services your organisation provides to your organisation's Contracted End Users, your organisation should:
    - i. use reasonable endeavours to ensure that each Eligible Family that orders an SSBI Retail Plan is supplied with that SSBI Retail Plan for a 12-month period; and
    - ii. ensure that Eligible Families are aware that if they choose to change to another retail service provider or change speed tiers, they are likely to lose access to a subsidised SSBI Retail Plan.



## G. Fair use consistent with the Objective of this letter

18. Your organisation acknowledges that the objective of each SSBI Rebate and SSBI New Developments Waiver is to support your organisation in enabling Eligible Families to access **nbn**-powered broadband services, used by many Australians, at no cost as part of the School Students Broadband Initiative (**Objective**). **nbn** recognises that retail service providers set their own retail prices.
19. Your organisation must act in a manner that is consistent with the Objective and in good faith in connection with **nbn**'s provision of SSBI Rebates and the SSBI New Developments Waiver.
20. **nbn** may seek your organisation's cooperation to validate that your organisation has fully implemented its obligations to offer and supply SSBI Retail Plans and that all SSBI Rebates paid to your organisation have been used for their intended purposes. **nbn** will only do so if it has reasonable grounds for concern. Your organisation must cooperate with **nbn** in this regard.
21. **nbn** may, without limiting paragraphs 26 and 27, elect to reduce the amount of any SSBI Rebate, not provide any SSBI Rebate or SSBI New Developments Waiver, or require your organisation to repay any SSBI Rebate, if **nbn** considers, acting reasonably, that your organisation is:
  - a. not making available SSBI Retail Plans to Eligible Families in the manner described to **nbn**;
  - b. placing a disproportionate number of Modify Orders in respect of Eligible Products such that, when those Modify Orders are completed, those Ordered Products are no longer Eligible Products;
  - c. not complying fully with processes or information requirements specified by **nbn**; or
  - d. otherwise acting in a manner that reflects a purpose or achieves an outcome that is inconsistent with the Objective (or indicates a different objective).
22. **nbn** may provide additional guidance and principles regarding the Objective from time to time.

## H. Payment of SSBI Rebates and waiver and pro-rating

23. **nbn** will apply each SSBI Wholesale Rebate, SSBI Retail Service Payment, SSBI Connection Payment and SSBI New Developments Waiver to an invoice issued to your organisation when **nbn** completes an SSBI Order without your organisation needing to make a claim. This invoice may be an invoice for a Billing Period that occurs after the month to which the SSBI Rebate payment or SSBI New Developments Waiver relates.
24. Payments of the SSBI Retail Service Payment and the SSBI Connection Payment will be made as a single combined amount per SSBI Order on your organisation's bill.
25. The SSBI Transition Payment in respect of all the SSBI Orders placed by your organisation will be paid in a single amount at least 1 month before the 12-month anniversary of your organisation's first SSBI Order. Your organisation does not need to make a claim.
26. On an exceptions basis, **nbn** reserves the right to adjust the SSBI Wholesale Rebate and SSBI Retail Service Payment on a pro-rata monthly basis if, in the first 12 months after **nbn** completes an SSBI Order, **nbn** ceases to supply the relevant Eligible Product to your organisation.



27. On an exceptions basis, **nbn** may recover, and your organisation is required to repay, the difference between any SSBI Wholesale Rebate and SSBI Retail Service Payment paid to your organisation and the adjusted amounts described in paragraph 26.
28. Your organisation must provide any information or assistance reasonably requested by **nbn** in connection with this letter agreement, including providing information to help **nbn** review the efficacy of the SSBI.

## I. Amendments to this letter agreement

29. **nbn** may change this letter agreement by giving to your organisation:
  - a. 1 month's notice, to make an RSP Favourable Change;
  - b. 2 months' notice, to extend the availability of the SSBI Rebates or SSBI New Developments Waiver; or
  - c. 3 months' notice, to withdraw, suspend the availability of, or otherwise amend the terms on which **nbn** provides the SSBI Rebates and SSBI New Developments Waiver to your organisation.
30. Despite anything in paragraph 29, **nbn** may change this letter agreement by giving notice to your organisation where **nbn** considers that change is necessary to align with any terms of a new Wholesale Broadband Agreement or **nbn**<sup>®</sup> Sky Muster™ Interim Agreement, provided that change is made:
  - a. within 20 Business Days of the commencement of that new Wholesale Broadband Agreement or **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Interim Agreement (as the case may be); and
  - b. in connection with the acceptance or variation of an SAU relating to AVC pricing or CVC pricing.

## J. Definitions

31. **Campaign Launch Date** means the date, as notified by **nbn**, on which **nbn** determines both of the following criteria are met:
  - a. at least one SSBI 3<sup>rd</sup> Party Organisation is ready to nominate families that may be Eligible Families; and
  - b. at least one retail service provider (whether your organisation or any Other RSP) is participating in the SSBI and is ready to accept orders from Eligible Families.
32. **Campaign Period** means the time period that starts on the earlier of:
  - a. the Campaign Launch Date; and
  - b. the date on which **nbn** notifies your organisation that **nbn** is satisfied regarding the matters in paragraphs 4.a and 4.b,and ends on the earlier of:
  - c. 30 April 2024; and
  - d. the time at which either your organisation or an Other RSP places an order with **nbn** in respect of the School Students Broadband Initiative, such that the total number of such orders placed with **nbn** equals 30,000,





unless otherwise extended by **nbn**.

33. **Eligible Family** means a person or family that is nominated by an SSBI 3<sup>rd</sup> Party Organisation and deemed as eligible by **nbn** to participate in the SSBI.
34. **Eligible Product** means either:
- an **nbn**<sup>®</sup> Ethernet Ordered Product that has a Bundled AVC TC-4 as set out below; or

<b>nbn</b> <sup>™</sup> Network <sup>1</sup>	Eligible bandwidth profiles	
	AVC TC-4 downstream Mbps <sup>2</sup>	AVC TC-4 upstream Mbps <sup>2</sup>
Fibre	50	20
FTTB	25 – 50	5 – 20
FTTN	25 – 50	5 – 20
FTTC	50	20
HFC	50	20
Fixed Wireless	Wireless Plus (up to 75 Mbps)	Wireless Plus (up to 10 Mbps)
FTTB, FTTN, FTTC	A bandwidth profile to which paragraph 6 applies.	

- an **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus Ordered Product (where your organisation has acquired the 50GB+ Plan Product Component without the Data Block Product Feature).

**Notes:**

- Bundled AVC TC-4 Product Components of **nbn**<sup>™</sup> Ethernet are not available for **nbn**<sup>™</sup> Ethernet (Satellite).
- The Information Rates for the AVC TC-4 bandwidth profiles shown in this table are Peak Information Rates (PIR), except for Wireless Plus, which has potential maximum Information Rates. To be read subject to the WBA. Refer to the **nbn**<sup>™</sup> Ethernet Product Description for further information, including the specific limitations in sections 3 and 13 of that document.

35. **Eligible Premises** means a Premises identified as eligible for the SSBI, as notified by **nbn** to your organisation from time to time.
36. **SSBI 3<sup>rd</sup> Party Organisation** means an organisation, such as a school, charity or education department, that is approved by the Commonwealth Government to nominate Eligible Families.
37. **SSBI Order** means a Connect Order in respect of an Eligible Family that is:
- the first Connect Order from your organisation or any Other RSP accepted by **nbn** during the Campaign Period in connection with that Eligible Family; and
  - for an Eligible Product that your organisation will use as an input into an SSBI Retail Plan.
38. **SSBI Retail Plan** means an RSP Product created by your organisation for the purposes of the SSBI that:
- your organisation will supply to Eligible Families; and
  - relies on an Eligible Product as an input.



## K. General

39. Unless otherwise specified, capitalised terms used in this letter agreement have the meanings given to those terms in:
  - a. the Wholesale Broadband Agreement; and
  - b. the **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus Interim Agreement (to the extent that this letter agreement relates to an Eligible Product supplied under that agreement).
40. All charges referred to in this letter agreement, including retail charges and charges by **nbn**, are exclusive of GST.
41. Except as expressly specified, this letter agreement does not vary the Wholesale Broadband Agreement or the **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus Interim Agreement.
42. Nothing in this letter agreement affects the accrued rights and liabilities of either party under the Wholesale Broadband Agreement or the **nbn**<sup>®</sup> Sky Muster<sup>®</sup> Plus Interim Agreement.
43. Rights or obligations which expressly or impliedly, by their nature, survive expiry or termination of this letter agreement, will survive expiry or termination of this letter agreement.
44. Clauses H4.5 (Electronic execution and counterparts), H4.10 (Governing law and jurisdiction), H4.13 (Severability) and H4.15 (Waiver) of the Wholesale Broadband Agreement are incorporated into this letter agreement as though set out in full with references to "Agreement" being read as references to this letter agreement.
45. Nothing in this letter agreement is intended, or should be construed, as overriding or replacing any obligations that your organisation may have under any applicable Law.
46. **nbn** is entitled to cease payment of SSBI Rebates or SSBI New Developments Waivers, or require the repayment of any SSBI Rebate or waived new developments Charge, at any time if your organisation fails to comply with the terms of this letter agreement.

Yours sincerely

Jane Witter  
General Manager, Wholesale Supply