

Test Agreement

Test Description: Concurrent 'Fix' Initiative



Test Agreement

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Version	Description	Effective Date
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Environment

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

Contents

Parties	4
Background	4
1. Interpretation and definitions	4
2. Participation in the Test	5
3. Test Activities	5
4. Service Levels	6
5. Charges	6
6. Responsibilities of the parties	6
7. Confidentiality, Data Security and Personal Informaiton	7
8. Term, termination and withdrawal	7

Test Agreement

Test Description: Concurrent Fix Initiative

Parties

- NBN Co Limited (ABN 86 136 533 741) of Level 11, 100 Arthur Street, North Sydney NSW 2060 (**NBN Co**);
- [Insert party name] (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 Test.
- B. The purpose of the Test is to gather insights from Customers and End Users in relation to the 'fix' process to enable **nbn** to further refine and improve the industry 'fix' process.

1. Interpretation and definitions

For the purposes of this Test Description:

- (a) the singular includes the plural and vice versa;
- (b) any capitalised term used but not defined in this Test Description has the meaning given to that term in the Standard Test Terms;
- (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; and
- (d) In this Agreement:

Agreement means the Standard Test Terms and this Test Description, together with any Supporting Documents.

Expiry Date means 31 October 2019 (or such later other date as notified by **nbn** to the Test Participant).

Standard Test Terms means the agreement entitled "Test Agreement – Standard Test Terms" entered into between **nbn** and Test Participant.

Supporting Document means any document notified to Test Participant by **nbn** that details reasonable instructions, policies and procedures regarding the Test Activities.

Test means the conducting of Test Activities undertaken by **nbn** and Test Participant in accordance with this Agreement.

Test Activities means the activities set out in section 3 of this document.

Test Contact means each person appointed by **nbn** and Test Participant as:

- (a) their single central contact point regarding the Test; and

- (b) any additional people appointed as contact points in relation to specific matters regarding the Test (such as operational or technical issues).

Test Period has the meaning given in clause 8(a).

2. Participation in the Test

- (a) To participate in the Test, Test Participant must:
 - (i) be a party to a WBA;
 - (ii) have entered into the Standard Test Terms and this Agreement;
 - (iii) be acquiring **nbn**[™] Ethernet (FTTN) and/or **nbn**[™] Ethernet (HFC) services from **nbn**; and
 - (iv) by 5 April 2019, or a later date notified by **nbn**:
 - (A) have an established field workforce and the required subject matter experts to manage the 'fix' process end to end – these technicians will need to be skilled to work on all aspects of the **nbn**, Customer and End User-owned network; and
 - (B) have nominated and provided details to **nbn** regarding the Test Participant's Test Contacts.
- (b) If Test Participant ceases to comply with the conditions in clause 2(a) at any time during the Test Period, **nbn** may immediately do any one or more of the following things:
 - (i) exclude Test Participant from the Test; and/or
 - (ii) terminate this Agreement.
- (c) **nbn** may, without limiting clause 7, amend or replace this Test Description or any Supporting Document by giving 10 Business Days' notice to Test Participant.

3. Test Activities

The **Test Activities** will include the following activities to be undertaken by **nbn** and the Test Participant in accordance with this Agreement:

- (a) **nbn** and Test Participant will agree on approximately 300 End Users to be contacted as part of the Test, which will include the following categories of End Users:
 - (i) Group A: End Users who have identified, via **nbn**'s Customer Experience survey, they have an 'issue' relating to the performance of their **nbn** service, but have not logged an incident with **nbn** or Test Participant.
 - (ii) Group B: End Users who have identified, via **nbn**'s Customer Experience survey, they have an 'issue' relating to the performance of their **nbn** service and have previously logged an incident with Test Participant only.
 - (iii) Group C: End Users who have identified, via **nbn**'s Customer Experience survey, they have an 'issue' relating to the performance of their **nbn** service and have previously logged an incident with both **nbn** and Test Participant.
 - (iv) Group D: Any other category of End Users as defined and agreed by **nbn** and Test Participant;
- (b) **nbn** and Test Participant will follow existing End User interactions, assurance systems and operating processes, consistent with the WBA, to:

- (i) remotely test the End User's service to validate the issue identified by the End User;
 - (ii) identify the location of the issue;
 - (iii) where possible, diagnose the cause of the issue; and
 - (iv) schedule an appointment with the End User for a concurrent field visit by an **nbn** technician and Test Participant technician;
- (c) **nbn** technician and Test Participant technician will:
- (i) attend the End User Premises at the scheduled appointment time;
 - (ii) make all reasonable efforts to confirm and resolve the issue, in accordance with the scope of work as agreed between nbn and Test Participant under clause 3(b); and
 - (iii) capture all steps undertaken to resolve the End User issue, including current processes and any new or additional steps required to resolve the End User's issue;
- (d) promptly following the appointment, **nbn** will survey End Users regarding their involvement in the Test to seek feedback regarding their experience from issue identification to resolution;
- (e) **nbn** and the Test Participant will participate in planning and operational readiness workshops prior to the commencement of any activities set out in paragraphs (b) to (d) to refine the activities and the parties' respective responsibilities; and
- (f) **nbn** and Test Participants will work together to analyse the data collected during the activities described above, including feedback provided by End Users, to inform further improvements to **nbn**'s and the Test Participant's assurance processes.

4. Service Levels

The parties acknowledge that the Test Activities do not affect the Service Levels under the WBA.

5. Charges

- (a) No charges will apply to the Test. Applicable charges under the **nbn**TM Ethernet Price List will continue to apply.
- (b) Each party to the Agreement will bear its own costs of participating in the Test.

6. Responsibilities of the parties

Subject to the rights and obligations set out in the Agreement, **nbn** and Test Participant will cooperate with each other and work collaboratively in connection with the performance of the Test Activities including by:

- (a) undertaking relevant Test Activities in timeframes set out in the Test Description, any Supporting Document or as otherwise determined by **nbn** (acting reasonably);
- (b) work collaboratively to refine the Test Activities;
- (c) where required, co-locating human resources to assist with the coordination and execution of Test Activities;
- (d) sharing information regarding the Test Activities in accordance with the Test Description; and
- (e) in the case of Test Participant, managing the relationship with the relevant End Users including, if reasonably requested by **nbn**:

- (i) delivering communications related to Test Activities to End Users; and
 - (ii) supporting **nbn** to communicate directly with End Users for the purposes of the Test Activities,
- so as to enable **nbn** and Test Participant to carry out their respective Test Activities and to use the learnings to develop and enhance their respective systems, products, services and processes.

7. Confidentiality, Data Security and Personal Information

Clauses D1.2(a)(ii) and D2 of the Head Terms in WBA will apply to this Test Agreement as if set out in full in this Test Description, with references in those clauses to the WBA to be read as references to this Test Description.

8. Term, termination and withdrawal

- (a) This Test Description will commence once executed by both parties and terminates on the Expiry Date (unless terminated on an earlier date in accordance with this Agreement) (**Test Period**).
- (b) **nbn** 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 withdraw from the Test by giving 10 Business Days' written notice to **nbn**.
- (d) If this Agreement is terminated **nbn** and Test Participant will:
 - (i) complete Test Activities in relation to Participating End Users where it has already commenced the Test Activities; and
 - (ii) not commence any Test Activities in relation to Premises where it has not already initiated Test Activities.
- (e) **nbn** and Test Participant will use their reasonable endeavours to work with each other for the purpose of avoiding any inconvenience to any End User affected by termination or cancellation of the Test Description or the Test Activities.

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 party name]** 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