

Test Agreement

Test Description: Automated Appointment Scheduling
Process Trial (Phase 2)

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Version	Description	Effective Date
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Environment

nbn asks that you consider the environment before printing this document.

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Test Agreement

Test Description: Automated Appointment Scheduling Process Trial (Phase 2)

Parties

- nbn co limited (ABN 86 136 533 741) of Level 13, 100 Mount Street, North Sydney NSW 2060 (**nbn**);
- [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 Agreement for this Trial.
- B. Throughout June 2020 and July 2020, in response to reduced contact centre capacity across **nbn** and RSPs due to the impact of COVID-19, **nbn** trialled a new automated process through which certain Contracted End Users were able to reschedule Trouble Ticket Appointments via an online booking tool (**Phase 1 Trial**).
- C. In this Trial **nbn** will be expanding the scope of the Phase 1 Trial to include a new automated process through which Contracted End Users will be able to schedule new Trouble Ticket Appointments via the Online Scheduling Tool. It is anticipated that this new process will assist in easing current capacity constraints when scheduling appointments.
- D. The purpose of this Trial is to test this new scheduling process, and continue to test the rescheduling process that was the subject of the Phase 1 Trial, ahead of a possible launch of these processes and their availability for all or a substantial portion of Contracted End Users. Test Participant will work with **nbn** and provide feedback to **nbn** on the progress and outcomes of this Trial.

1. Interpretation and definitions

1.1 Interpretation

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; 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.

1.2 Definitions

In this Test Description:

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

Appointment Scheduling SMS means the SMS message sent by **nbn** to relevant Contracted End Users containing a link to the Online Scheduling Tool.

Effective Date has the meaning given to that term in clause 3(a)(i).

Eligible Appointment has the meaning given to it in clause 7.1(b).

Eligible Premises means a Premises:

- (a) to which **nbn** currently supplies any **nbn™** Ethernet Ordered Product; or
- (b) in respect of which a Connect Order has been placed for an **nbn™** Ethernet Ordered Product.

Excluded Appointment has the meaning given to it in clause 7.1(c).

Existing Eligible Appointment means an Eligible Appointment that is not a New Eligible Appointment.

Expiry Date has the meaning given to that term in clause 3(a)(ii).

New Eligible Appointment means an Eligible Appointment in respect of which no Appointment was previously scheduled for the activities to which that Eligible Appointment relates.

Online Scheduling Tool means the online tool made available by **nbn** for Contracted End Users to schedule or reschedule an Eligible Appointment for a Trouble Ticket in accordance with the terms of this Test Description and the Supporting Documents.

Supporting Documents means any document provided to Test Participant by **nbn** that details instructions, policies and procedures regarding the Test Activities, including relevant Test Plans, as updated by **nbn** from time to time in accordance with clause 4(b).

Test Activities means the activities undertaken by **nbn** and Test Participant in accordance with this Test Description and the Supporting Documents together with the performance of the obligations set out in the Agreement and any other activities and processes that **nbn** notifies to Test Participant from time to time are required to perform this Trial.

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

- (a) their single central contact point regarding this Trial; and
- (b) any additional people appointed as contact points in relation to specific matters regarding this Trial (such as operational or technical issues).

Test Description means this document, which is issued by **nbn** under the Standard Test Terms.

Test Period has the meaning given to the term in clause 3(a).

Trial means the trial of the automated Appointment scheduling process and all associated activities undertaken in accordance with this Test Description and the Supporting Documents, with such trial being a "Test" for the purposes of the Standard Test Terms.

2. Pre-conditions to participation

- (a) To participate in the Trial, Test Participant must, by the Effective Date, or a later date notified by **nbn**:
 - (i) be a party to the WBA;
 - (ii) have entered into the Standard Test Terms and this Test Description; and
 - (iii) have completed all necessary on-boarding activities prescribed by **nbn** for the purposes of this Trial.
- (b) If Test Participant ceases to comply with any of the conditions in clause 2(a) at any time, **nbn** may immediately do any one or more of the following things:

- (i) exclude Test Participant from part or all of the Trial;
- (ii) terminate this Test Description; or
- (iii) terminate the Agreement.

3. Test Term

- (a) The term of the Trial will:
 - (i) commence on the later of the date that the parties execute this Test Description and 18 August 2020 (**Effective Date**) unless otherwise notified by **nbn**; and
 - (ii) expire on 31 December 2020, unless extended by **nbn** or terminated earlier in accordance with this Test Description (**Expiry Date**),
(Test Period).
- (b) **nbn** may, by giving Test Participant 5 Business Days' written notice, and without limiting its rights under clause 11, amend the Effective Date and/or the Expiry Date.

4. Documentation

- (a) Prior to the commencement of the Trial, **nbn** will provide Test Participant with any relevant Supporting Documents (including any applicable Test Plans).
- (b) **nbn** may issue, amend or replace any Supporting Document from time to time during the Test Period, including to reflect feedback given in relation to the performance of the Test Activities. **nbn** will provide Test Participant with 5 Business Days' notice of such issued, amended or replaced Supporting Document.

5. General Obligations

- (a) During the Test Period, **nbn** and Test Participant will participate in this Trial.
- (b) Subject to the rights and obligations of each party under this Test Agreement, the parties will co-operate with each other and work collaboratively in connection with the performance of the Test Activities so as to enable **nbn** and Test Participant to carry out the Test Activities and use the learnings to develop and enhance its systems, products, services and processes.
- (c) Test Participant must participate in Test Activities in accordance with:
 - (i) the processes and procedures set out in this Test Agreement and any Supporting Documents; and
 - (ii) **nbn**'s reasonable instructions, policies and procedures regarding the Test Activities that are notified by **nbn** to Test Participant from time to time.
- (d) Test Participant must support and assist **nbn** with the conduct of this Trial including by:
 - (i) sharing information regarding the Test Activities;
 - (ii) providing resources to work with **nbn** to resolve issues that may arise during this Trial;
 - (iii) notifying **nbn** of any matter which Test Participant considers to be a material error, defect or deficiency in the processes that are the subject of this Trial, as soon as reasonably practicable after becoming aware of that material error, defect or deficiency;
 - (iv) providing feedback, including any feedback received from Contracted End Users, for the purposes of improving the processes that are the subject of this Trial; and

- (v) performing any other activities as required by a Test Plan.

6. Online Scheduling Tool

- (a) **nbn** will make the Online Scheduling Tool available to Contracted End Users of the Test Participant during the Test Period in accordance with this Test Description and any relevant Supporting Documents (as updated from time to time).
- (b) The Online Scheduling Tool will be provided on a trial-only and “as-is” basis for the purposes set out in this Test Description and without liability of any kind for **nbn** unless otherwise set out in this Test Description or the Supporting Documents. Without limiting the foregoing, **nbn** makes no representation and gives no warranty that the Online Scheduling Tool will be fault or error free in operation.
- (c) Test Participant acknowledges and agrees that any or all aspects of the Online Scheduling Tool provided by **nbn** to Contracted End Users in connection with this Test Description may be changed or updated by **nbn** at any time.

7. Process

7.1 Scope

- (a) Test Participant acknowledges and agrees that the Test Activities will only be undertaken in connection with Eligible Premises.
- (b) The processes contemplated by this Test Description (and as will be supported by the Online Scheduling Tool) will only apply to Appointments for Trouble Tickets for Contracted End Users of Test Participant where:
 - (i) such Trouble Tickets are in Pending status during the Test Period; and
 - (ii) such Appointments are not Excluded Appointments,
(each such Appointment, an **Eligible Appointment**).
- (c) Notwithstanding anything to the contrary in this Test Description, Test Participant must continue to schedule Appointments in accordance with the standard processes set out in the WBA:
 - (i) where the Contracted End User's mobile number has not been:
 - (A) provided within the Trouble Ticket; or
 - (B) otherwise provided by Test Participant to **nbn**;
 - (ii) where the relevant Contracted End User has not responded to the Appointment Scheduling SMS within 2 calendar days;
 - (iii) in respect of **nbn**TM Ethernet Ordered Products supplied in connection with **nbn**TM Ethernet (Wireless) and **nbn**TM Ethernet (Satellite);
 - (iv) for all Connect Orders;
 - (v) for all Priority Assistance Transactions; and
 - (vi) for any other Trouble Ticket identified by **nbn** as not being applicable for the processes set out in this Test Description.
(each an **Excluded Appointment**).
- (d) Test Participant acknowledges and agrees that the processes set out in this Test Description (including the Online Scheduling Tool) will not be made available, or may cease to be made available to Contracted End Users:

- (i) for Excluded Appointments (and the Test Plan may provide further detail in this regard); and
 - (ii) during periods identified in the Supporting Documents (including any Test Plans), in which case the Test Participant must continue to schedule Appointments in accordance with the standard processes set out in the WBA.
- (e) In clauses 7.2(a) and 7.3(a), references to Contracted End User include the authorised representatives aged 18 and over of a Contracted End User.
- (f) Notwithstanding anything to the contrary in this Test Description, **nbn** and Test Participant agree that the processes outlined in this Test Description are intended to complement, and not replace, the existing processes in the WBA for scheduling and rescheduling Eligible Appointments. The Test Participant may use either the process outlined in the WBA or the process outlined in this Test Description to schedule or reschedule an Eligible Appointment.
- (g) Test Participant agrees that:
- (i) **nbn** may use the Confidential Information of Test Participant and Contracted End User Details and that **nbn** may contact Contracted End Users in accordance with this Test Description; and
 - (ii) Test Participant will comply with clause D2.2 of the WBA Head Terms as if references to 'Agreement' in that clause were references to this Test Description, and will obtain any necessary consents from Contracted End Users required for the purposes of the performance of the Test Activities.

7.2 Rescheduling process for Existing Eligible Appointments

- (a) Subject to clauses 7.1(d), 7.1(f) and 11(b), **nbn** and Test Participant agree that for all Existing Eligible Appointments during the Test Period, the following Appointment rescheduling process will apply:
- (i) **nbn** will send an Appointment Scheduling SMS to relevant Contracted End Users of Test Participant in respect of Existing Eligible Appointments in accordance with the processes and similar requirements specified in the Test Plan. The mobile number provided by Test Participant within a Trouble Ticket or as otherwise provided by Test Participant to **nbn** will be the number to which the Appointment Scheduling SMS will be sent;
 - (ii) the Contracted End User will be able to access the Online Scheduling Tool via the relevant link in the Appointment Scheduling SMS;
 - (iii) the Contracted End User will be able to provide information regarding preferences for the rescheduling of the Existing Eligible Appointment using the Online Scheduling Tool;
 - (iv) **nbn** will reschedule the Existing Eligible Appointment using the information provided by the Contracted End User in accordance with clause 7.2(a)(iii). **nbn** will confirm the rescheduled Existing Eligible Appointment with the Contracted End User by sending a confirmation SMS; and
 - (v) if **nbn** reschedules an Existing Eligible Appointment under clause 7.2(a)(iv), **nbn** will notify Test Participant of the new rescheduled Existing Eligible Appointment details via the **nbn**TM Service Portal or B2B Access and will do so promptly and otherwise in accordance with any specific timing requirements set out in the WBA.

7.3 Scheduling process for New Eligible Appointments

- (a) Subject to clauses 7.1(d), 7.1(f) and 11(b), **nbn** and Test Participant agree that for all New Eligible Appointments during the Test Period, the following Appointment scheduling process will apply:
- (i) **nbn** will send an Appointment Scheduling SMS to relevant Contracted End Users of Test Participant in respect of New Eligible Appointments in accordance with the processes and similar requirements specified in the Test Plan. The mobile number provided by Test Participant within a Trouble Ticket or as otherwise provided by Test Participant to **nbn** will be the number to which the Appointment Scheduling SMS will be sent;

- (ii) the Contracted End User will be able to access the Online Scheduling Tool via the relevant link in the Appointment Scheduling SMS;
- (iii) the Contracted End User will be able to provide information regarding preferences for the scheduling of the New Eligible Appointment using the Online Scheduling Tool;
- (iv) **nbn** will schedule the New Eligible Appointment using the information provided by the Contracted End User in accordance with clause 7.3(a)(iii). **nbn** will confirm the scheduled New Eligible Appointment with the Contracted End User by sending a confirmation SMS; and
- (v) if **nbn** schedules a New Eligible Appointment under clause 7.3(a)(iv), **nbn** will notify Test Participant of the scheduled New Eligible Appointment details via the **nbn**TM Service Portal or B2B Access and will do so promptly and otherwise in accordance with any specific timing requirements set out in the WBA.

8. Performance

- (a) Test Participant acknowledges and agrees that, for the purposes of the following Performance Objectives set out in section 10.2 of the **nbn**TM Ethernet Service Levels Schedule, Eligible Appointments will not be calculated as part of, or otherwise included in any relevant determination of, **nbn**'s performance:
 - (i) Initial Actual Trouble Ticket Appointments rescheduled; and
 - (ii) Initial Actual Trouble Ticket Appointments that were previously rescheduled kept in accordance with the Service Levels.
- (b) **nbn** will continue to include Excluded Appointments when measuring the Performance Objectives identified in clause 8(a).

9. Test Contacts

- (a) **nbn** and Test Participant will each appoint a person as a Test Contact in relation to co-ordination of the Test Activities and such that each such person is responsible for managing **nbn**'s or Test Participant's (as the case may be) performance of this Agreement.
- (b) On or before the commencement of this Test Description, **nbn** and Test Participant will provide telephone and email contact details of their Test Contacts, and maintain and provide updates to these contact details for the duration of the Test Period.
- (c) Whenever requested by **nbn**, Test Participant must make its Test Contacts available to meet with **nbn**'s Test Contact (either in person or by videoconference) to discuss any matters relating to this Test.

10. Review and reporting

- (a) Subject to 10(b), **nbn** will provide Test Participant with a report which will provide a high level summary of data relating to the use of the Online Scheduling Tool, including the percentage of Contracted End Users of the Test Participant who have responded to the Appointment Scheduling SMS. The report will include the details, and be provided in accordance with the timeframes, set out in the Test Plan.
- (b) Test Participant acknowledges and agrees that the scope of the report in clause 10(a) may be amended from time to time as determined by **nbn**, including to reflect any further development of the Online Scheduling Tool.
- (c) Test Participant will, at **nbn**'s request:
 - (i) provide feedback on any process, tooling, associated activity, or integration experience regarding the Trial; and

- (ii) meet with **nbn** to review and evaluate the performance of the Trial, which such meeting may be virtual or by phone.
- (d) Test Participant will notify **nbn** of any matter which Test Participant considers to be a material error, defect or deficiency in the processes or procedures regarding the Trial (including any perceived error, defect or deficiency in the Online Scheduling Tool), or any matter that may materially impact the Trial, as soon as reasonably practicable following becoming aware of same.
- (e) Test Participant will use its best endeavours to review and rectify any matters identified in clause 10(d) and that relate to their systems and processes within timeframes agreed with **nbn**.
- (f) Test Participant will provide feedback in relation to the Trial as requested by **nbn** including in relation to the effectiveness of the Online Scheduling Tool, issues faced or potential improvements.

11. Term, termination and withdrawal

- (a) **nbn** may amend or replace this Test Description by giving 5 Business Days' notice to Test Participant.
- (b) **nbn** may interrupt, suspend or cancel the supply or performance of the Trial for any reason, by giving Test Participant as much notice as reasonably practicable in the circumstances.
- (c) **nbn** may issue a Cancellation Notice at any time in accordance with the Standard Test Terms to terminate any one or more of the following:
 - (i) this Test Description; or
 - (ii) the Trial.
- (d) Test Participant may cancel its participation in the Trial by giving 5 Business Days' written notice to **nbn** and informing **nbn** of the reason for the cancellation, in which case **nbn** may give a Cancellation Notice under the Standard Test Terms.
- (e) The parties will use their reasonable endeavours to work with each other for the purpose of avoiding any inconvenience to any Contracted End Users affected by termination or cancellation of this Test Description or any Test Activities.

12. Charges

- (a) Subject to clause 12(b), no charges will apply to this Trial, and **nbn** will not charge Test Participant or any Contracted End Users any fee or other amount in connection with the use of the Online Scheduling Tool.
- (b) However, all applicable charges under the **nbn**TM Ethernet Price List will continue to apply.

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