

Test Description: Digital Inclusion for Online Learning Trial

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This Test Agreement is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010 (Cth).

- A. This document is a Test Description for the purposes of the Framework Agreement between **nbn** and RSP.
- B. This Test Description, together with the Standard Test Terms, forms the Test Agreement for the Test.
- C. If RSP wishes to participate in the Test, RSP must notify **nbn** of its intention to participate;
 - i. during the related Expressions of Interest process (if applicable); or
 - ii. after **nbn** publishes the Test Description on **nbn** website or issues this Test Description to RSP.
- D. To be eligible to participate in the Test, RSP must satisfy the following conditions (**Eligibility Criteria**):
 - be party to the latest version of the Wholesale Broadband Agreement, Sky Muster™ Plus Interim Agreement, or both (as applicable, based on the Eligible RSP Products supplied by RSP in connection with the Test) and be in good financial standing under the relevant agreement(s); and
 - have been selected to participate in the Test through the related Expression of Interest or other selection process (if applicable).
- E. If checked by **nbn**, the following provisions in the Standard Test Terms apply:
 - (Requirements for Test End User Contracts) clause 7(a)(iii) applies; and
 - (Marketing-related disclosures) clause 12 applies.
- F. The particulars of this Test are set out in the table below:

#	Item	Details
1.	Name of Test	<i>Digital Inclusion for Online Learning Trial</i>
2.	Description of the Test	<p><i>To test and validate approaches that aim to address barriers to digital inclusion for low-income families with school-age students in accessing reliable home internet on the terms of this Test Description, under which:</i></p> <ul style="list-style-type: none"> <i>(i) each Eligible Education Institution may notify Nominated Families and Nominated Premises to RSP;</i> <i>(ii) RSP must enter into arrangements with Eligible Education Institutions, Nominated Families or both, under which:</i> <ul style="list-style-type: none"> <i>a. RSP will supply Eligible RSP Products to selected Nominated Premises; and</i> <i>b. if requested by the relevant Eligible Education Institution, RSP must designate:</i> <ul style="list-style-type: none"> <i>i. the relevant Eligible Education Institution as the guarantor or billing contact of the Eligible RSP Product; and</i> <i>ii. an adult member of the relevant Nominated Family as the account contact of the Eligible RSP Product; and</i> <i>(iii) nbn will provide Test Rebates to RSP in respect of Nominated Premises to which RSP supplies Eligible RSP Products.</i>
3.	Description of the Test Product	<i>Not applicable.</i>
4.	Test Period	<i>1 November 2021 – 31 December 2022</i>

#	Item	Details
5.	Location for the Test (if applicable)	<i>Not applicable.</i>
6.	Test Plan (if applicable)	<i>Not applicable.</i>
7.	Operational procedures (if applicable)	<ol style="list-style-type: none"> 1. <i>RSP provides nbn with RSP contact details and a list of Eligible RSP Products that can be shared with Eligible Education Institutions and Nominated Families for the purposes of this Test.</i> 2. <i>nbn provides Eligible Education Institutions with RSP contact details and the list of Eligible RSP Products (together with the contact details and list of eligible retail products of Other RSPs), allowing:</i> <ol style="list-style-type: none"> a. <i>each Eligible Education Institution to contact or order Eligible RSP Products from RSP (or any Other RSP); and</i> b. <i>one or more Nominated Families notified by that Eligible Education Institution to contact or order Eligible RSP Products from RSP (or any Other RSP).</i> 3. <i>If RSP elects to supply Eligible RSP Products to any Nominated Premises, RSP must put in place arrangements with the Eligible Education Institution or Nominated Families for the purposes of this Test which arrangements reflect the following requirements.</i> 4. <i>The arrangements with any Eligible Education Institution or Nominated Families:</i> <ol style="list-style-type: none"> a. <i>must require the RSP to offer to supply Eligible RSP Products to Nominated Premises at a price that is no greater than any generally available retail price for that Eligible RSP Product;</i> b. <i>must, if any Eligible Education Institution requests to be the guarantor or billing contact on behalf of a Nominated Family, require the RSP to separate the billing contact from the account contact for each Eligible RSP Product, such that:</i> <ol style="list-style-type: none"> i. <i>the relevant Eligible Education Institution is designated as the billing contact to be invoiced and receive billing notifications; and</i> ii. <i>the Nominated Family is designated as the account contact to receive account and service notifications; and</i> c. <i>may require the RSP to agree with the relevant Eligible Education Institution or Nominated Families (in advance of supplying any Eligible RSP Products) on the processes that will apply to the supply of Eligible RSP Products following the conclusion of this Test, which may include:</i> <ol style="list-style-type: none"> i. <i>continuing to supply Eligible RSP Products to Nominated Premises at the discounted rate offered during the Test or at its corresponding generally available retail price;</i> ii. <i>transitioning the Eligible RSP Products supplied to Nominated Premises onto other suitable retail offers made available by RSP; or</i> iii. <i>disconnecting Eligible RSP Products supplied to Nominated Premises.</i>

#	Item	Details
		<p>5. At the end of each Billing Period, RSP must provide nbn with a list of Nominated Premises to which RSP supplied an Eligible RSP Product during that Billing Period for nbn to calculate and process the Test Rebates applicable to RSP. nbn may cross-check the list of Nominated Premises provided by RSP with information provided by the relevant Eligible Education Institutions to validate any Test Rebates claimed.</p> <p>6. nbn will provide a Test Rebate to RSP in respect of each Nominated Premises to which the RSP supplied an Eligible RSP Product at any time during each Billing Period ending or commencing during the Test Period, provided that nbn will only provide one Test Rebate per Billing Period in respect of each Nominated Family.</p> <p>7. For clarity, nbn may withhold, or require RSP to repay, any Test Rebates for a Nominated Premises in a Billing Period if the Nominated Premises is not specified as receiving an Eligible RSP Product in any information provided by the relevant Eligible Education Institution.</p>
8.	Other instructions, policies and procedures (if applicable)	As may be provided by nbn to RSP.
9.	Supply of Downstream Products to End Users	Not applicable.
10.	Supply through third parties (including downstream service providers)	<p>For the purpose of clause 7(c) of the Standard Test Terms, RSP is permitted to fulfil its obligations in relation to this Test through the following downstream service providers/third parties:</p> <ul style="list-style-type: none"> As notified by RSP to nbn
11.	nbn TM Downstream Network Boundary	Not applicable.
12.	nbn TM Upstream Network Boundary	Not applicable.
13.	Permitted Purposes for Test Information	<p>The Permitted Purposes for the Test, in addition to those set out in the Standard Test Terms, are:</p> <ul style="list-style-type: none"> No additional items.
14.	Survival of specific provisions of this Test Description	Not applicable.

#	Item	Details
15.	Other special conditions for this Test (if applicable)	<i>Not applicable.</i>
16.	RSP acknowledgements	<p><i>RSP warrants and agrees that:</i></p> <ul style="list-style-type: none"> • <i>RSP has made and has relied on its own investigations, enquiries, knowledge and expertise in respect of the Test Agreement, the Test and each Test Product and its own evaluation of any material provided by nbn to RSP or its Personnel;</i> • <i>nbn has not made, and no Personnel of nbn have made, any warranty as to the performance of any Test Product to RSP or its Personnel;</i> • <i>RSP is not entering into the Test Agreement in reliance on, and it will not rely on, any statement of opinion, statement of intention or any other warranty, representation or other statement made or purporting to be made by or on behalf of nbn or its or their Personnel, other than as expressly set out in the Test Agreement;</i> • <i>RSP has had the benefit of independent legal, financial and technical advice relating to its proposed participation in the Test and its entry into this Test Agreement; and</i> • <i>as part of its investigations and enquiries in respect of the Test, each Test Product and the Test Agreement, RSP or its representatives have had access to all documents and information they have requested from nbn or its Personnel.</i>
17.	Definitions	<p>Eligible Education Institution means a school or state based peak education body notified by nbn to RSP from time to time.</p> <p>Nominated Family means, in respect of an Eligible Education Institution, each family identified by the Eligible Education Institution for the purposes of this Test.</p> <p>Nominated Premises means, in respect of a Nominated Family, the Premises at which the Nominated Family resides.</p> <p>Eligible RSP Product means a retail RSP product or retail downstream product using as an input:</p> <ol style="list-style-type: none"> an nbn™ Ethernet Bundled AVC TC-4 with a bandwidth profile of either 50/20 Mbps, 25-50/5-20 Mbps or Wireless Plus to which the TC-4 Bundles Discount applies; or an nbn™ Sky Muster™ Plus 50GB+ Plan. <p>Test Rebate means a rebate of \$35 per Billing Period.</p>

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