

# Test Description: Proactive Assurance for Service Faults and Performance Incidents - Test & Learn (Phase 1)

Version: 1.1 | Date of issue: 15 February 2022

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. 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 and be in good financial standing under that agreement;
  - have been selected to participate in the Test through the related Expression of Interest process.
- D. 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.
- E. The particulars of this Test are set out in the table below:

#	Item	Details
1.	Name of Test	Proactive Assurance for Service Faults and Performance Incidents – Test & Learn (Phase 1).
2.	Description of the Test	<p>The parties will perform their respective obligations in this Test Description for the purpose of working together to:</p> <ul style="list-style-type: none"> <li>(a) co-develop prototype process(es) for the proactive assurance of certain Service Faults and Performance Incidents; and</li> <li>(b) deploy those prototype process(es) for the duration of the Test,</li> </ul> <p>in order to explore new processes optimised to support proactive, streamlined, and more automated assurance processes which enhance user experience and remove overall costs from the industry.</p>
3.	Description of the Test Product	Not applicable (see item 15).
4.	Test Period	<p>The Test Period:</p> <ul style="list-style-type: none"> <li>(a) commences on the later of:           <ul style="list-style-type: none"> <li>(i) Friday 29 October 2021; and</li> <li>(ii) the date RSP accepts this Test Description, and</li> </ul> </li> <li>(b) ends on Thursday 31 March 2022.</li> </ul>

#	Item	Details
5.	Location for the Test (if applicable)	Not applicable.
6.	Test Plan (if applicable)	To be provided by <b>nbn</b> to RSP.
7.	Operational procedures (if applicable)	As set out in item 15 and as otherwise set out in the Test Plan.
8.	Other instructions, policies and procedures (if applicable)	As set out in the Test Plan.
9.	Supply of Downstream Products to End Users	Not applicable.
10.	Supply through third parties (including downstream service providers)	Not applicable.
11.	<b>nbn</b> <sup>TM</sup> Downstream Network Boundary	Not applicable.
12.	<b>nbn</b> <sup>TM</sup> Upstream Network Boundary	Not applicable.
13.	Permitted Purposes for Test Information	No additional Permitted Purposes.
14.	Survival of specific provisions of this Test Description	No additional items.
15.	Other special conditions for this Test (if applicable)	<p><b><u>Trial Proactive Tickets to be subject to this Agreement</u></b></p> <p>(a) The parties acknowledge that <b>nbn</b> supplies, and RSP acquires, <b>nbn</b><sup>TM</sup> Ethernet under the WBA. To the extent specified in this Agreement, the terms of this Agreement will apply in connection with the supply of specific <b>nbn</b><sup>TM</sup> Ethernet Ordered Products to the exclusion of any inconsistent terms of the WBA.</p> <p>(b) Where a Trouble Ticket for an <b>nbn</b><sup>TM</sup> Ethernet Ordered Product is submitted by RSP to <b>nbn</b> in accordance with this Agreement and the Test Plan (<b>Trial Proactive Ticket</b>):</p> <p>(i) the parties' rights and obligations in respect of that Trial Proactive Ticket and any underlying fault or incident to which that Trial Proactive Ticket relates,</p>

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		<p>including the supply of assurance services by <b>nbn</b> in connection with that Trial Proactive Ticket, will be governed by the terms of this Agreement;</p> <p>(ii) the parties must each comply with the processes set out in the Test Plan for that Trial Proactive Ticket, including where those processes differ from or exclude processes that would apply under the WBA (including under the Test &amp; Diagnostic Checklist); and</p> <p>(iii) the WBA, including relevant Service Levels and the Service Fault Rebate, will not apply to any such Trial Proactive Ticket or such underlying faults or incidents, except as set out in paragraph (iv); and</p> <p>(iv) the Test Participant may raise a Trouble Ticket in accordance with the WBA in respect of such underlying faults or incidents if such faults or incidents persist after the end of the Test Period.</p> <p>(c) Except as set out in paragraph (b), <b>nbn</b><sup>TM</sup> Ethernet Ordered Products to which Trial Proactive Tickets relate will continue to be supplied in accordance with, and governed by, the WBA.</p> <p><b><u>RSP to not exceed certain volume of Trial Proactive Tickets</u></b></p> <p>(d) RSP must not submit Trial Proactive Tickets otherwise than in accordance the volumes and schedule confirmed by <b>nbn</b> from time to time under this Agreement. The parties acknowledge that in confirming such volumes and schedule with RSP, <b>nbn</b> will consider the requests of:</p> <p>(i) RSP, and</p> <p>(ii) other RSPs who are parties to a test agreement dealing with the same subject matter.</p> <p>(e) Unless otherwise confirmed by <b>nbn</b> under paragraph (d), RSP must not raise more than 170 Trial Proactive Tickets per Business Day during the Test Period, of which:</p> <p>(i) if <b>nbn</b> has notified RSP that it has been selected to trial FTTN Line Rate degradation, no more than 50 Trial Proactive Tickets per Business Day may relate to FTTN Line Rate degradation; and</p> <p>(ii) if <b>nbn</b> has not notified RSP that it has been selected to trial FTTN Line Rate degradation, no Trial Proactive Tickets may relate to FTTN Line Rate degradation, and</p> <p><b>nbn</b> may delay the acceptance of, reject, or cancel, any Trial Proactive Tickets raised in excess of those volumes.</p>

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		<p>(f) During the period 14 December 2021 to 9 January 2022, RSP must not raise any Trial Proactive Tickets. (This is to allow for the office shutdown and embargo period when industry is operating with reduced resources.)</p> <p><b><u>Test Information to be disclosed on a de-identified or aggregated basis</u></b></p> <p>(g) Before disclosing Test Information in accordance with clause 11.3(a)(ii) of the Standard Test Terms, <b>nbn</b> will de-identify or aggregate Test Information.</p>
16.	RSP acknowledgements	<p>RSP warrants and agrees that:</p> <ul style="list-style-type: none"> <li>• 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 <b>nbn</b> to RSP or its Personnel;</li> <li>• <b>nbn</b> has not made, and no Personnel of <b>nbn</b> have made, any warranty as to the performance of any Test Product to RSP or its Personnel;</li> <li>• 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 <b>nbn</b> or its or their Personnel, other than as expressly set out in the Test Agreement;</li> <li>• 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</li> <li>• 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 <b>nbn</b> or its Personnel.</li> </ul>
17.	Definitions	No additional definitions to those defined above.

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