

Multilateral SFAA Forum Management and Escalation Policy

About this document

1. NBN Co has established the “Multilateral SFAA Forum” (**Forum**) to engage with Customers, Access Seekers and Consumer Advocacy Groups on possible future changes to the terms of its Wholesale Broadband Agreement Standard Form of Access Agreement.
2. This document describes the way in which NBN Co intends to manage the operation of the Forum, including how NBN Co intends to manage the escalation of matters raised by Participants that have not been considered or resolved to their reasonable satisfaction.

Operation of the Forum

3. To facilitate the effective and efficient conduct of the Forum, NBN Co intends to:
 - (a) circulate discussion papers and proposed drafting to Participants; and
 - (b) schedule bilateral and/or multilateral meetings with Participants to discuss (among other things) Participant feedback on discussion papers and proposed drafting.

Discussion papers and proposed drafting

4. Whenever NBN Co circulates discussion papers and/or proposed drafting, NBN Co will:
 - (a) send the documents to the Key Representative of each Participant; and
 - (b) give each Participant a reasonable amount of time to consider and respond to the documents (typically, at least four weeks).
5. Some of the factors that NBN Co will consider when determining the amount of time scheduled for Participants to consider and respond to the documents include:
 - (a) the length and complexity of the documents and matters covered by them;
 - (b) the stage of the Forum at which the documents are sent to Participants; and
 - (c) whether NBN Co is running other consultations in parallel that involve Participants.

6. For clarity, the factors mentioned in section 5 do not limit the factors that NBN Co may consider when determining the amount of time scheduled for Participants to consider and respond to the documents.

Scheduling bilateral meetings

7. Whenever NBN Co schedules a bilateral meeting, NBN Co will:
 - (a) liaise with the Key Representative of the relevant Participant to determine a mutually convenient date, time, location and mode for the meeting (e.g. in person, by teleconference, by video conference, etc); and
 - (b) send an electronic calendar invitation to the Key Representative of the relevant Participant, including the meeting details and proposed meeting agenda.

Scheduling multilateral meetings

8. Whenever NBN Co schedules a multilateral meeting, NBN Co will give the Key Representative of each Participant reasonable prior notice of the meeting (typically, at least two weeks) by sending the Key Representative an electronic calendar invitation, including the meeting details and proposed meeting agenda.

Meeting attendees

9. NBN Co kindly requests that the Key Representative of each Participant:
 - (a) manages the distribution of electronic calendar invitations to those of its representatives who need to attend meetings on its behalf;
 - (b) notifies NBN Co of all persons attending a meeting on behalf of that Participant no less than one Business Day before the meeting; and
 - (c) ensures its representatives who are attending the meeting are appropriately briefed so they can fully participate in the meeting.

Meeting agendas

10. If a Participant wishes to propose amendments to a proposed meeting agenda, NBN Co kindly requests that the Key Representative of that Participant notifies NBN Co of those proposed amendments no less than three Business Days before the meeting. NBN Co will consider all proposed amendments and, if necessary,

circulate an updated agenda no less than two business days before the meeting.

Meeting protocols

11. NBN Co intends to run meetings in an effective and efficient manner, noting that some minimum formal protocols need to be observed for the benefit of all attendees.
12. NBN Co Wholesale Supply will chair all meetings and prepare and circulate minutes for all meetings within a reasonable period after the meeting ends (typically, within 5 Business Days).
13. NBN Co Wholesale Supply will table and seek confirmation of the minutes of each bilateral and multilateral meeting at the next bilateral or multilateral meeting (as applicable).
14. NBN Co Wholesale Supply will typically be responsible for managing the completion of all actions ascribed to NBN Co during a meeting.
15. NBN Co kindly requests that the Key Representative of each Participant takes responsibility for managing the completion of all actions ascribed to that Participant during a meeting.

Rescheduling and cancelling meetings

16. If NBN Co has to reschedule or cancel a meeting, NBN Co will give the Key Representative of each affected Participant as much prior notice as is reasonably practicable in the circumstances.
17. If a Participant wishes to reschedule or cancel a bilateral meeting, NBN Co kindly requests that the Key Representative of that Participant gives NBN Co as much prior notice as is reasonably practicable in the circumstances.
18. If a Participant wishes to reschedule or cancel a multilateral meeting, NBN Co kindly requests that the Key Representative of that Participant gives NBN Co not less than five business days prior notice. NBN Co will consider all such requests (including with regard to the impact that such a change might have on NBN Co and other Participants) and determine whether or not to cancel or reschedule the multilateral meeting. If necessary, NBN Co will circulate an updated electronic calendar invitation to the Key Representatives of all affected Participants no later than two business days before the originally scheduled meeting.

Escalations

19. After 1 September 2015, where a Participant:
 - (a) has raised a matter through the Forum in accordance with the Governing Terms; and
 - (b) given NBN Co a reasonable amount of time to consider and attempt to resolve the matter; but
 - (c) is not satisfied that the matter has been considered or resolved by NBN Co to that Participant's reasonable satisfaction,
 the Key Representative of the Participant may escalate the matter in accordance with this document by sending an Escalation Notice to NBN Co at industryengagement@nbnco.com.au (with a subject line beginning with "MSFAAF – Escalation Notice").
20. An **Escalation Notice** must contain the following information:
 - (a) a detailed description of the matter;
 - (b) the date on which the matter was first raised by the Participant;
 - (c) the efforts which the Participant has made to resolve the matter;
 - (d) the reason(s) why the Participant is not satisfied that the matter has been appropriately considered or resolved; and
 - (e) the specific outcomes the Participant is expecting to achieve through escalation.
21. For clarity, an Escalation Notice may be given in respect of one or more matters, provided that the Escalation Notice contains the information specified in section 20 in respect of each matter.
22. NBN Co will manage escalated matters in accordance with the table set out below:

Escalation level	NBN Co's representative	Participant's representative	Next step
Level 1	National Manager, Commercial Strategy & Negotiations – Wholesale Supply	Key Representative	If not resolved within 10 Business Days, the Participant can elect to escalate to Level 2 by notifying NBN Co's representative in writing

Escalation level	NBN Co's representative	Participant's representative	Next step
Level 2	General Manager – Wholesale Supply	Key Representative or other senior representative of Participant with similar authority to NBN Co's General Manager – Wholesale Supply	If not resolved within 10 Business Days, the Participant can elect to escalate to Level 3 by notifying NBN Co's representative in writing
Level 3	Chief Customer Officer	Senior representative of Participant with similar authority to NBN Co's Chief Customer Officer	End of escalation process (see section 24 for more details)

23. At each stage of the escalation process, NBN Co will ensure that its representative acts in good faith and uses its best endeavours to seek to resolve the matter by agreement. NBN Co kindly requests that the Participant ensures that its representative acts in good faith and uses its best endeavours to seek to resolve the matter by agreement.

24. As noted in the Governing Terms, NBN Co reserves the right to make the final decision on any matter considered by the Forum. This includes escalated matters. Consistent with the Governing Terms, any disagreement between NBN Co and a Participant about the consideration and/or resolution of any matter (including an escalated matter) cannot be made subject of a dispute.

General

25. This document may be updated by NBN Co from time to time. NBN Co will notify Participants of any such updates. If you have any comments or questions in relation to this document or would like to see NBN Co make any updates to it, please contact NBN Co Wholesale Supply at industryengagement@nbnco.com.au.

26. This document:

- (a) must be read in conjunction with and subject to the Governing Terms, which set out terms that govern the participation of NBN Co and each Participant in the Forum, but does not form part of the Governing Terms; and
- (b) does not create legally binding rights or obligations for NBN Co or Participants.

Interpretation

27. Capitalised terms in this document that are defined in this section have the meaning given to them in this section:

Escalation Notice has the meaning given to that term in section 20.

Forum has the meaning given to that term in section 1.

Governing Terms means the document entitled "Multilateral SFAA Forum Governing Terms" containing terms that govern the participation of NBN Co and each Participant in the Forum (as amended by NBN Co from time to time).

28. Capitalised terms not defined in section 27 but defined in the Governing Terms have the meaning given to them in the Governing Terms.