

2.3 DEPLOYMENT REQUIREMENTS

1 INTRODUCTION

- 1.1 This Schedule sets out the deployment requirements. Its purpose is to set out the minimum requirements with which NBPco must comply with respect to the deployment of the Network.

2 SERVICE REQUIREMENTS

- 2.1 NBPco is required throughout the Contract Period to satisfy and comply with all the requirements and descriptions set out in, and all other aspects of, this Schedule.

3 GENERAL NBPCO OBLIGATIONS

- 3.1 Without limiting or affecting any other provision of this Agreement, in addition to its obligations set out in Clause 14 (Network Deployment, Operation and Maintenance) and the requirements for Network Deployment set out in Paragraph 8 (Network Deployment – Requirements) of this Schedule and elsewhere in this Agreement, NBPco shall:
- 3.1.1 perform Network Deployment in accordance with the Implementation Programme, the Wholesale Product Launch Project Plan, the Network Deployment Plan, the Operational Environment Project Plan and the Service Provider Engagement Framework Project Plan so as to Achieve each Milestone by the associated Milestone Date;
 - 3.1.2 perform such activities, tasks, functions, works and services as are necessary to perform Network Deployment in accordance with the Implementation Programme, the Wholesale Product Launch Project Plan, the Network Deployment Plan, the Operational Environment Project Plan and the Service Provider Engagement Framework Project Plan;
 - 3.1.3 perform Testing in accordance with the Test Strategy, the Implementation Programme, the Wholesale Product Launch Project Plan, the Network Deployment Plan, the Operational Environment Project Plan and the Service Provider Engagement Framework Project Plan;
 - 3.1.4 be responsible for the overall management of the Implementation Programme, and fully implementing all activities described in the Wholesale Product Launch Project Plan, the Network Deployment Plan, the Operational Environment Project Plan and the Service Provider Engagement Framework Project Plan;
 - 3.1.5 appoint an appropriately qualified single point of contact who shall be responsible for Network Deployment and who shall be identified as one of the Key Personnel;
 - 3.1.6 identify and manage the resolution of any anticipated or actual problems or delays encountered in relation to Network Deployment in order to ensure the timely and effective completion of each task; and

3.1.7 adhere to the risk mitigation measures set out or referred to in this Schedule.

NBPco shall perform all of its obligations under this Schedule in a manner consistent and compliant with the Wholesale Product Roadmap, the Technology Roadmap and the Wholesale Product & Coverage Template.

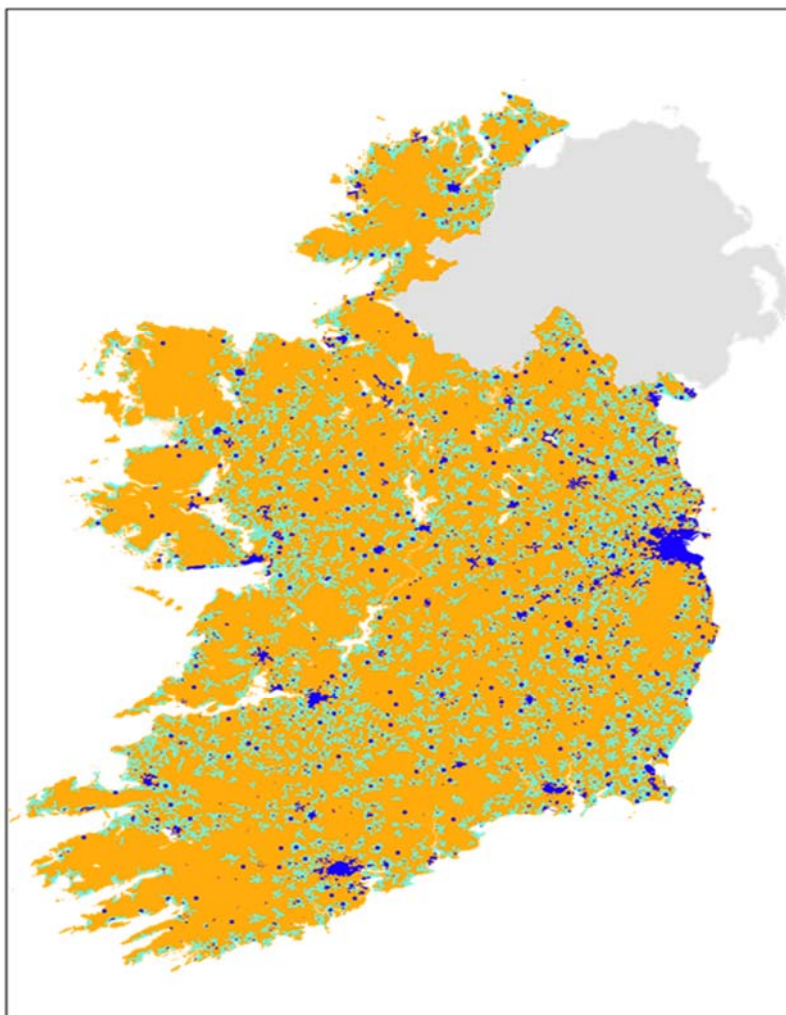
4 COVERAGE – REQUIREMENTS

4.1 Background

4.1.1 The provisions of this Paragraph 4 (Coverage – Requirements) provide details of the Intervention Area and the coverage requirements for the Network.

4.1.2 The Minister published the High Speed Broadband Map (April 2017) map, which was used in the procurement process (see Figure 1) related to this Agreement. As at April 2017 the High Speed Broadband intervention area illustrated in the map contains approximately 540,000 Premises.

Figure 1: High Speed Broadband Map, April 2017 [Source: DCCAE]



Legend

Amber – Intervention Area

Blue – Area covered by commercial operators other than NBPco

Light Blue – Planned rural deployment area

4.1.3 For the purposes of this Agreement, the country shall be divided into three lots being:

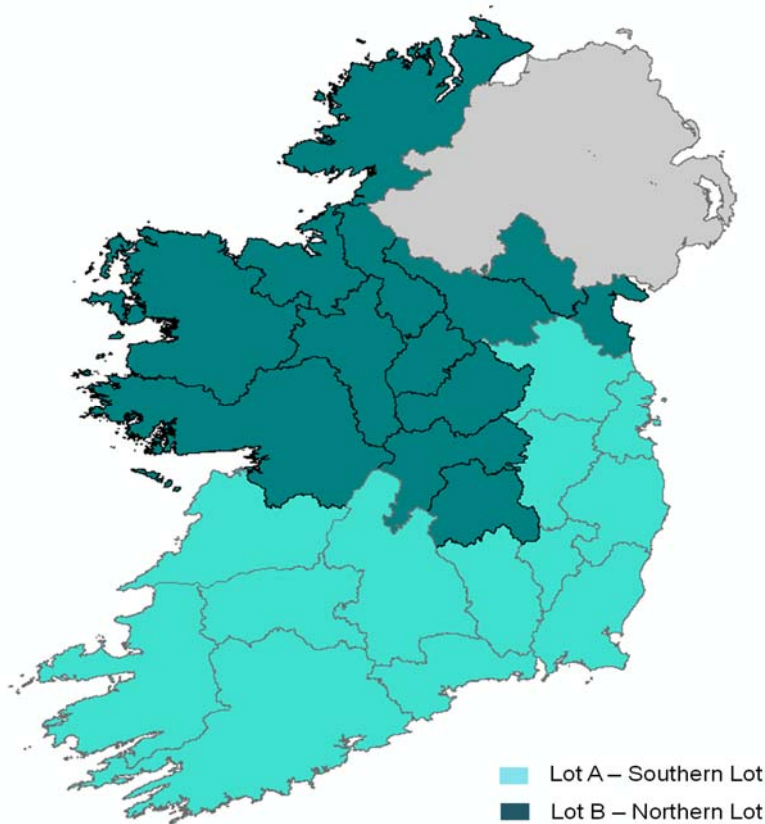
Lot A – Southern Lot;

Lot B – Northern Lot; and

Lot C - Lots A and B combined.

4.1.4 This division is illustrated in Figure 2.

Figure 2: Procurement lots [Source: DCCAE, 2017]



4.1.5 A full list of the Premises, as at the Commencement Date, in Lot C is included in Appendix 1C (Premises Database for Lot C).

4.1.6 A full list of Strategic Community Points, as at the Commencement Date, in Lot C is included in Appendix 2 (Strategic Community Points for Lot C).

4.1.7 NBPco has been selected to provide, and has agreed to provide, the Services, the Wholesale Products and the Network in respect of Lot C.

4.2 Requirements

4.2.1 NBPco shall deploy the Network and the Wholesale Products more particularly described in Schedule 2.1 (Technical Solution Specification), Schedule 2.2

(Reference Offer Requirements) and this Schedule 2.3 (Deployment Requirements).

Requirement to Pass all Premises

- 4.2.2 NBPco shall deploy the Network in accordance with the Implementation Programme and this Agreement.
- 4.2.3 NBPco shall Pass all Premises in the Premises Database (as updated from time to time) in accordance with this Agreement and provide the Wholesale Products in accordance with this Agreement.
- 4.2.4 NBPco shall Pass and provide the Wholesale Products to all Strategic Community Points in accordance with this Agreement.

Requirements to Connect Premises during deployment

- 4.2.5 If NBPco receives a Premises Connection Request from a Service Provider in accordance with the Service Provider Engagement Framework, NBPco shall Connect each Premises in the Premises Database that is identified within the Premises Connection Request within ten (10) Working Days of the date the request is received by NBPco or the date that the relevant Premises is Passed, whichever is later (without waiting for other Premises identified in the Premises Connection Request which have not been Passed at the date of the Premises Connection Request to be Passed).
- 4.2.6 If NBPco receives a SCP Connection Request from a Service Provider in accordance with the Service Provider Engagement Framework, NBPco shall Connect each Strategic Community Point that is identified in the SCP Connection Request within forty-five (45) Working Days of the date the request is received by NBPco, or the date that the relevant Strategic Community Point is Passed, whichever is later (without waiting for other Strategic Community Points identified in the SCP Connection Request which have not been Passed at the date of the SCP Connection Request to be Passed).

Requirement to Connect New Premises

- 4.2.7 NBPco shall satisfy any request to Connect a New Premises, provided that NBPco shall not be required to Connect a New Premises where the cost of Connecting the New Premises exceeds the Connection Cost Threshold in circumstances where a Service Provider or End User (as applicable) does not agree to pay the excess.

5 IMPLEMENTATION PROGRAMME – REQUIREMENTS

5.1 Background

- 5.1.1 The provisions of this Paragraph 5 (Implementation Programme – Requirements) set out the requirements for an overarching Implementation Programme which is used to integrate NBPco’s plans to roll out the Operational Environment, the Service Provider Engagement Framework, the Network

Deployment, the Wholesale Products and the Demand Stimulation in an integrated way.

Ramp-Up Phase

- 5.1.2 During the Ramp Up Phase, NBPco shall plan the Network Deployment, scale up the number of resources, make the initial planning permission and/or wayleave applications and define processes to ensure the Network Deployment is as efficient as possible and so as to comply with this Agreement and the relevant Milestones.
- 5.1.3 NBPco shall Achieve the following Milestones before the end of the Ramp-Up Phase:
- (A) P1A Milestone (Operational Environment for the Minimum Bitstream Wholesale Product Suite, the Minimum VUA Wholesale Product and Additional Required Wholesale Products);
 - (B) P2 Milestone (Service Provider) Engagement Framework; and
 - (C) P5A Milestone (Minimum Bitstream Wholesale Suite, the Minimum VUA Wholesale Product and Additional Required Wholesale Products)
- 5.1.4 NBPco shall Achieve the M2 Milestone (Network Deployment Complete) for at least one Deployment Area before the end of the Ramp-Up Phase.
- 5.1.5 NBPco shall ensure that at least three (3) Service Providers (at least two of which are not Associated RSPs at the relevant time) have been Onboarded by the end of the Ramp Up Phase.

5.2 Requirements

- 5.2.1 In order for NBPco to provide the Wholesale Products in accordance with the Agreement, NBPco shall co-ordinate and manage a number of separate activities or projects which shall be set out in a number of Project Plans and shall include:
- (A) building the Operational Environment in accordance with the Operational Environment Project Plan;
 - (B) setting up and running the Service Provider Engagement Framework in accordance with the Service Provider Engagement Framework Project Plan;
 - (C) deploying the Backhaul Network and Access Network in accordance with the Network Deployment Plan;
 - (D) implementing each of the Wholesale Products in accordance with the Wholesale Products Launch Project Plan; and
 - (E) setting up and carrying out Demand Stimulation activities in accordance with the Demand Stimulation Project Plan, the

requirements for which are set out in Schedule 2.6 (Communications, Demand Stimulation and Brand Plan), and

NBPco shall ensure that the Project Plans are consistent and compliant with the Wholesale Product Roadmap, the Technology Roadmap and the Wholesale Product & Coverage Template.

- 5.2.2 To facilitate the coordination and management of the Implementation Programme, a number of Programme Level Milestones that NBPco must Achieve are defined and set out in Appendix 3 (Milestone Achievement Criteria) of this Schedule 2.3 (Deployment Requirements).
- 5.2.3 In addition to the overall Programme Level Milestones, the Implementation Programme shall be subject to Project Plan Milestones that NBPco must Achieve.
- 5.2.4 Some Programme Level Milestones and Project Plan Milestones trigger payment and these Milestones are set out in Table 1 (Deployment Milestone Payments) in Appendix 1 (Deployment Milestone Payments) of Schedule 5.1 (Subsidy Payments).
- 5.2.5 NBPco shall implement and maintain an integrated overarching Implementation Programme setting out:
- (A) the Programme Level Milestones;
 - (B) how each Programme Level Milestone will be Achieved;
 - (C) the dates by which each Programme Level Milestone will be Achieved;
 - (D) the interdependencies between the Programme Level Milestones and each of the Project Plan Milestones;
 - (E) the resources which will be used to ensure Achievement of each Milestone; and
 - (F) the programme risks and mitigation measures.
- 5.2.6 NBPco shall make the Implementation Programme available to the Minister on the Commencement Date and to Service Providers via the Secure Portal within sixty (60) days of the Effective Date.
- 5.2.7 NBPco shall, via the Secure Portal, record and report the progress of the Implementation Programme monthly to track and take account of Network Deployment and programme progress.
- 5.2.8 NBPco shall maintain the ongoing accuracy of the Implementation Programme throughout the Deployment Period.
- 5.2.9 NBPco shall not change, or attempt to change, the Programme Level Milestones set out or referred to in the Implementation Programme and all changes that NBPco proposes to the Programme Level Milestones set out or referred to in the Implementation Programme are subject to and will only be effective upon the

prior written approval of the Minister in accordance with the Change Control Procedure.

Key Sub Contracts

- 5.2.10 Before the end of Contract Year 1, NBPCo shall:
- (A) **[REDACTED]**
 - (B) **[REDACTED]**
- 5.2.11 NBPCo shall adhere to the process set out in Schedule 6.13 (Ministerial Oversight of Deployment Contract Procurement Process) for the procurement of all Subcontractors from the Commencement Date. During the procurement process NBPCo shall engage with the Minister's Representative in accordance with the provisions of Schedule 6.13 (Ministerial Oversight of Deployment Contract Procurement Process).

6 OPERATIONAL ENVIRONMENT – REQUIREMENTS

6.1 Background

- 6.1.1 The provisions of this Paragraph 6 (Operational Environment – Requirements) set out the requirements for the deployment of the Operational Environment in accordance with the Agreement.
- 6.1.2 The detailed Operational Environment performance requirements are set out in Schedule 2.4 (Operational Performance).

6.2 Requirements

- 6.2.1 NBPCo shall implement the Operational Environment for the Minimum Bitstream Wholesale Product Suite and Minimum Required Wholesale Products and Achieve the P1A Milestone (Operational Environment for the Minimum Bitstream Wholesale Suite and Additional Required Wholesale Products) Programme Level Milestone) before the first anniversary of the Effective Date.
- 6.2.2 The Milestone Date by which NBPCo shall Achieve the P1A Milestone (Operational Environment for the Minimum Bitstream Wholesale Suite, the Minimum VUA Wholesale Product and Additional Required Wholesale Products) Programme Level Milestone shall be set out in the Implementation Plan.
[REDACTED]
- (A) **[REDACTED]**
 - (B) **[REDACTED]**
- 6.2.3 NBPCo shall implement and maintain an Operational Environment Project Plan setting out:
- (A) the Operational Environment Project Plan Milestones;
 - (B) how each Operational Environment Project Plan Milestone will be Achieved;

- (C) the dates by which each Operational Environment Project Plan Milestone will be Achieved;
 - (D) the interdependencies between the Operational Environment Project Plan Milestones, each of the other Project Plan Milestones and Programme Level Milestones;
 - (E) the resources which will be used to ensure Achievement of the Milestones for the Operational Environment; and
 - (F) the anticipated Operation Environment Project Plan risks and associated mitigation measures.
- 6.2.4 NBPco shall make the Operational Environment Project Plan available to the Minister on the Commencement Date and to Service Providers via the Secure Portal within sixty (60) days of the Effective Date.
- 6.2.5 NBPco shall via the Secure Portal record and report the progress of the Operational Environment Project Plan monthly to track and take account of Network Deployment and programme progress.

7 SERVICE PROVIDER ENGAGEMENT FRAMEWORK – REQUIREMENTS

7.1 Background

- 7.1.1 The provisions of this Paragraph 7 (Service Provider Engagement Framework – Requirements) set out the requirements for setting up a Service Provider Engagement Framework in accordance with the Agreement.
- 7.1.2 The Service Provider Engagement Framework addresses how NBPco shall engage with Service Providers which are active, or are planning to be active in the Intervention Area. These Service Providers will need to understand what Wholesale Products will be available and when and how they can procure these Wholesale Products, how they can become Onboarded and the status of the Network Deployment.
- 7.1.3 NBPco shall comply with the Service Provider Onboarding Process that is set out in Appendix 3 (Service Provider Onboarding Process) in Schedule 2.4 (Operational Performance).
- 7.1.4 NBPco shall set up and operate the Service Provider Engagement Framework during the Ramp Up Phase and shall continue to operate the Service Provider Engagement Framework throughout and until the completion of Network Deployment. As part of the Service Provider Engagement Framework NBPco shall engage and communicate with Service Providers through its Public Portal, and shall attend meetings with Service Providers where NBPco shall engage and communicate with them.
- 7.1.5 In addition to the Service Provider Engagement Framework, NBPco will also engage with Service Providers through the NBP Industry Council meetings in accordance with Part 3 (NBP Industry Council Governing Terms) of Appendix 4

(Service Provider Engagement Framework) of Schedule 2.4 (Operational Performance).

7.2 Requirements

7.2.1 NBPco shall ensure that the Service Provider Engagement Framework is implemented and run in such a way as to ensure that NBPco does not discriminate between any Service Providers in terms of information availability, service level agreements, performance against the Performance Levels, or in any other manner.

Ramp Up Phase Service Provider engagement

7.2.2 Within thirty (30) days of the Effective Date, NBPco shall invite expressions of interest from prospective Service Providers who wish to utilise the Network and become a Service Provider by:

- (A) publishing a joint press release the terms of which have been approved in writing by the Minister;
- (B) publishing a notice in a national newspaper in Ireland;
- (C) publishing a notice on NBPco's website and the Public Portal; and
- (D) emailing each of the Service Providers identified in the list of Service Providers provided by the Minister.

7.2.3 Within forty five (45) days of the Effective Date, NBPco shall send information to all Service Providers who expressed an interest by responding to NBPco's invitation pursuant to Paragraph 7.2.2 (Service Provider Engagement Framework - Requirements) or otherwise, which shall include:

- (A) an overview of the Network required to be deployed pursuant to this Agreement;
- (B) the Reference Offers for all Wholesale Products which are to be implemented in the first Contract Year in accordance with the Wholesale Product Launch Project Plan;
- (C) the Implementation Programme;
- (D) the Initial Network Deployment Plan; and
- (E) the Service Provider Onboarding Process.

7.2.4 NBPco shall publish on the Public Portal, on or before the date that it is sent to Service Providers pursuant to Paragraph 7.2.3 (Service Provider Engagement Framework - Requirements), all the information sent to Service Providers pursuant to that Paragraph.

7.2.5 Within sixty (60) days of the Effective Date, NBPco shall invite all Service Providers who expressed an interest pursuant to Paragraph 7.2.2 (Service Provider Engagement Framework - Requirements) or otherwise to an initial deployment meeting (the "**Initial Deployment Meeting**"). At the Initial

Deployment Meeting, which shall take place before the expiration of sixty (60) days from the Effective Date, NBPco shall:

- (A) present an overview of the Network, the Wholesale Products which will be offered during Network Deployment and the planned ready for service dates for each of the Wholesale Products to all interested Service Providers;
- (B) inform all interested Service Providers of the process to engage with NBPco, the Service Provider Onboarding Process and the process to order Wholesale Products available in the Intervention Area;
- (C) present details of Wholesale Products including specifications, Performance Levels and pricing;
- (D) present and explain the terms and conditions associated with each of the Wholesale Products;
- (E) present the Initial Network Deployment Plan including current status and the 1 month, 2 month, 3 month, 6 month, 12 month, 24 month, 36 month, 48 month, 60 month, 72 month and 84 month projected status as calculated from the Effective Date;
- (F) provide an overview of the Wholesale Product Roadmap, the Technology Roadmap and the Wholesale Product & Coverage Template;
- (G) explain the relationship between the Service Provider Engagement Framework and the NBP Industry Council and how it is proposed that the relationship will work in practice; and
- (H) take questions and clarifications from Service Providers present at the Initial Deployment Meeting, log them in a Clarification Log pursuant to Paragraph 7.2.10 (Service Provider Engagement Framework - Requirements) and answer them satisfactorily (as determined by the Minister) within ten (10) Working Days of the Initial Deployment Meeting.

7.2.6 NBPco shall host Deployment Meetings once per Quarter throughout the Deployment Period in accordance with Paragraphs 7.2.8 (Requirements) and 7.2.9 (Requirements) below. The first Deployment Meeting to occur Quarterly shall occur within sixty (60) Working Days of the Initial Deployment Meeting.

7.2.7 The Minister, and all actual Service Providers and entities who have expressed an interest in becoming a Service Provider, shall be invited by NBPco to attend each Deployment Meeting.

7.2.8 Details of the dates, times and locations of the Deployment Meetings shall be published by NBPco for at least the next two (2) consecutive meetings in

advance of the relevant meeting on NBPco's website and the Public Portal and any other websites as directed by the Minister.

- 7.2.9 At each Deployment Meeting, NBPco shall:
- (A) present the Network Deployment Plan and the status of Network Deployment including current status and the 1 month, 2 month, 3 month, 6 month, 12 month, 24 month, 36 month, 48 month 60 month, 72 month and 84 month projected status as calculated from the date of the Deployment Meeting;
 - (B) present the Wholesale Product Launch Project Plan including current status and the 1 month, 2 month, 3 month, 6 month, 12 month, 24 month, 36 month, 48 month 60 month, 72 month and 84 month projected status as calculated from the date of the Deployment Meeting; and
 - (C) take questions and clarifications from Service Providers present at the Deployment Meeting, log them in a clarification log (the "**Clarification Log**") and answer them satisfactorily (as determined by the Minister) within twenty (20) Working Days of the Deployment Meeting concerned.
- 7.2.10 NBPco shall maintain and publish on the Public Portal, within twenty (20) Working Days following each meeting, the Clarification Log in respect of answers to each of the questions or requests for clarification which arise during each Deployment Meeting.
- 7.2.11 NBPco shall keep the Public Portal and Secure Portal updated throughout the Network Deployment, so that it sets out the current status of the Network Deployment Plan and the current status of the Wholesale Product Launch Project Plan. NBPco shall on, at least a monthly basis update and publish on the Secure Portal:
- (A) the Network Deployment Plan and the status of Network Deployment including current status and the 1 month, 2 month, 3 month, 6 month, 12 month, 24 month, 36 month, 48 month 60 month, 72 month and 84 month projected status, and
 - (B) the Wholesale Product Launch Project Plan including current status and the 1 month, 2 month, 3 month, 6 month, 12 month, 24 month, 36 month, 48 month, 60 month, 72 month and 84 month projected status.

Service Provider Connection Procedure

- 7.2.12 NBPco shall set up a Connection Request Procedure which allows Service Providers to order Wholesale Products for a Premises (including Strategic

Community Points) up to three (3) months in advance of the Network Passing that Premises (“**Pre-Order**”).

- 7.2.13 NBPco acknowledges and agrees that Service Providers may use the Network Deployment Plan and associated Deployment Area Project Plans as the basis for selling End User products to Premises in advance of Network Deployment.
- 7.2.14 If NBPco receives a Pre-Order from a Service Provider in the form of a request for a Connection (a “**Pre-Ordered Connection Request**”), NBPco shall Connect each Premises within ten (10) Working Days of Passing the relevant Premises from the Pre-Ordered Connection Request (without waiting for other Premises identified in the Pre Ordered Connection Request which have not at the date of the Pre-Ordered Connection Request been Passed).
- 7.2.15 NBPco shall provide a facility to allow Service Providers to submit Pre-Ordered Connection Requests at least ten (10) days in advance of the relevant Premises being scheduled to be Passed by NBPco, in accordance with the forecast provided to the Minister.

Service Provider Engagement Framework Project Plan Requirements

- 7.2.16 NBPco shall implement and maintain the Service Provider Engagement Framework Project Plan which shall set out:
- (A) the Service Provider Engagement Framework Project Plan Milestones;
 - (B) how the Service Provider Engagement Framework Project Plan Milestones will be Achieved;
 - (C) the dates by which each Service Provider Engagement Framework Project Plan Milestones will be Achieved;
 - (D) the interdependencies between the Service Provider Engagement Framework Project Plan, each of the other Project Plan Milestones and Programme Level Milestones;
 - (E) the resources which will be used to ensure Achievement of the Service Provider Engagement Framework Project Plan Milestone; and
 - (F) any risks to the Service Provider Engagement Framework Project Plan and proposed mitigation measures.
- 7.2.17 NBPco shall make available the Service Provider Engagement Framework Project Plan to the Minister on the Commencement Date and to Service Providers, via the Secure Portal, within sixty (60) days of the Effective Date. NBPco shall, via the Secure Portal, record and report the progress of the Service

Provider Engagement Framework Project Plan monthly to track and take account of Network Deployment and Implementation Programme progress.

8 NETWORK DEPLOYMENT – REQUIREMENTS

8.1 Background

8.1.1 The Network Deployment Plan shall cover the deployment of the Access Network and Backhaul Network in the Intervention Area. The provisions of this Paragraph 8 (Network Deployment – Requirements) set out the requirements for Network Deployment.

Mobilisation

8.1.2 **[REDACTED]**

8.1.3 **[REDACTED]**

8.1.4 **[REDACTED]**

Intervention Area Deployment Milestone

8.1.5 The following Milestones will apply:

- (A) [REDACTED]
- (B) [REDACTED]
- (C) [REDACTED]
- (D) [REDACTED]

Dividing the rollout into areas – Deployment Areas

8.1.6 For the purposes of monitoring and controlling the Network Deployment Plan, NBPco shall plan its Network Deployment on a Deployment Area-by-Deployment Area basis.

8.1.7 The Intervention Area is divided into a number of geographic areas which shall each be defined in the NBPco Solution so that:

- (A) each and every Premises within the relevant Deployment Area is identified and identifiable;
- (B) each include all Premises served by a single OLT in its OLT Service Area
- (C) include all Premises in a defined contiguous geographic area; and
- (D) identify each Premises by Eircode or, in respect of Strategic Community Points which do not have an Eircode, by the geolocation coordinate identifier applicable to it

each a Deployment Area.

In respect of the Network Deployment Plan as at the Commencement Date, the sum of all of the Premises in all of the Deployment Areas is equal to the sum of all of the Premises in the Intervention Area as at the Commencement Date.

8.1.8 There shall be a total maximum of two hundred and thirty (230) Deployment Areas in the Intervention Area.

8.1.9 [REDACTED]

- (A) [REDACTED]
- (B) [REDACTED]

Dividing the rollout into areas – Rollout Areas

8.1.10 The Intervention Area is also divided into a number of geographic areas which shall each be defined in the NBPco Solution so that:

- (A) each and every Premises within the relevant geographic area is identified and identifiable;

- (B) each includes all Premises served by one or more OLT Service Areas
- (C) each includes all Premises in a defined contiguous geographic area; and
- (D) identify each Premises by Eircode or, in respect of Strategic Community Points which do not have an Eircode, by the geolocation coordinate identifier applicable to it

each a “**Rollout Area**”.

In respect of the Network Deployment Plan as at the Commencement Date the sum of all of the Premises in all of the Rollout Areas is equal to the sum of all of the Premises in the Intervention Area as at the Commencement Date and the table at Part 1 (Table mapping 110 Rollout Areas to 227 Deployment Areas) of Appendix 6 (Rollout Areas) maps each Rollout Area to the Deployment Areas contained within each such Rollout Area. A map of the Rollout Areas as at the Commencement Date is set out in Part 2 (Rollout Area Map) of Appendix 6 (Rollout Areas).

- 8.1.11 There shall be a total maximum of one hundred and ten (110) Rollout Areas in the Intervention Area.

Milestone completion

- 8.1.12 Each Deployment Area Milestone shall have a Milestone Date for Achieving that Milestone for the respective Deployment Area, which date shall be set out in the Network Deployment Plan.
- 8.1.13 Each M3 Milestone (Rollout Area Complete) shall have a Milestone Date for Achieving that Milestone for the respective Rollout Area, which date shall be set out in the Network Deployment Plan.
- 8.1.14 The Network Deployment Plan as at the Commencement Date is the Initial Network Deployment Plan.

Strategic Community Points

- 8.1.15 For the purposes of monitoring and controlling the Passing and Connecting of Strategic Community Points (SCPs), NBPco shall plan its Network Deployment to the Priority 1 Strategic Community Points, the Priority 2 Strategic Community Points and the Priority 3 Strategic Community Points on a stand-alone basis, separate from the Deployment Area Plans.
- 8.1.16 The following milestones will apply to the SCPs (the “**SCP Milestones**”):
 - (A) **[REDACTED]**
 - (B) **[REDACTED]**
 - (C) **[REDACTED]**
 - (D) **[REDACTED]**

(E) [REDACTED]

(F) [REDACTED]

8.2 Requirements

[REDACTED]

8.2.1 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Network coverage requirements

- 8.2.2 NBPco shall Achieve the P4A.A Milestone (Procurement Complete for Key Subcontractors) by no later than the last day of Contract Year 1.
- 8.2.3 NBPco shall Achieve the P4A.0 Milestone (Network Deployment Complete for Ramp Up) by no later than the last day of Contract Year 1.
- 8.2.4 NBPco shall Achieve the P4A.60 Milestone (Network Deployment Complete for 60% of the Intervention Area) by no later than the last day of Contract Year 5.
- 8.2.5 NBPco shall Achieve the P4A.100 (Milestone Network Deployment Complete for 100% of the Intervention Area) by no later than the last day of Contract Year 7.
- 8.2.6 NBPco shall Achieve the P4C.XX Milestones (Premises Passed for XX% of the Intervention Area) by the date requirement set out in Figure 4 below. Each of the P4C.XX Milestones (Premises Passed for XX% of the Intervention Area) shall be Achieved within the timeframes applicable to each and as set out in the Wholesale Product & Coverage Template:

Figure 4: Quarterly Premises Passed Requirements

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

8.2.7 [REDACTED]

- (A) [REDACTED]
- (B) [REDACTED]
- (C) [REDACTED]
- (D) [REDACTED]
- (E) [REDACTED]

[REDACTED]

8.2.8 [REDACTED]

8.2.9 [REDACTED]

(A) [REDACTED]

(1) [REDACTED]

(2) [REDACTED]

(3) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(D) [REDACTED]

(E) [REDACTED]

(F) [REDACTED]

(G) [REDACTED]

8.2.10 [REDACTED]

(A) [REDACTED]

(1) [REDACTED]

(2) [REDACTED]

(3) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(D) [REDACTED]

(E) [REDACTED]

(F) [REDACTED]

(G) [REDACTED]

8.2.11 [REDACTED]

8.2.12 [REDACTED]

Alternative Technology Solution

8.2.13 NBPco may elect, during the Deployment Period, to provide to a specified

percentage of the total number of Existing Premises in the Intervention Area an Alternative Technology Solution, provided that the said percentage number may not at any time exceed the Alternative Technology Solution Threshold for Existing Premises.

- 8.2.14 NBPco may elect, after the Deployment Period, to provide to a specified percentage of the total number of New Premises in the Intervention Area an Alternative Technology Solution, provided that the said percentage number may not at any time exceed the Alternative Technology Solution Threshold for New Premises.
- 8.2.15 Where NBPco elects to provide an Alternative Technology Solution in accordance with the above provisions, it shall, at any time prior to the applicable P6 Milestone Date, notify the Minister in writing of the specific relevant Premises that it Connects using the Alternative Technology Solution.

Connecting Premises

- 8.2.16 NBPco shall Connect all Premises Passed in accordance with the Connection Request Procedure set out in the Service Provider Engagement Framework Requirements in Paragraph 7.2.12 to 7.2.15 (Service Provider Engagement Framework – Requirements).

SCP Network coverage requirements

- 8.2.17 NBPco shall comply with the following minimum requirements:
- (A) NBPco shall Achieve the P4B.1 Milestone (100% of Priority 1 Strategic Community Points Passed) **[REDACTED]**.
 - (B) NBPco shall Achieve the P4B.2 Milestone (100% of Priority 2 Strategic Community Points Passed) **[REDACTED]**.
 - (C) NBPco shall Achieve the P4B.3 Milestone (100% of Priority 3 Strategic Community Points Passed) **[REDACTED]**.
- 8.2.18 Where there are specific SCPs in an Intervention Area that NBPco reasonably believes it will not be able to Pass by the required Milestone Date, provided that:
- (A) NBPco continues to comply with its obligations under Clause 17 (Delay); and
 - (B) **[REDACTED]**
- [REDACTED]**
- [REDACTED]**
- 8.2.19 **[REDACTED]**
- (A) **[REDACTED]**
 - (B) **[REDACTED]**

(C) [REDACTED]

(D) [REDACTED]

[REDACTED]

8.2.20 [REDACTED]

8.2.21 [REDACTED]

8.2.22 [REDACTED]

8.2.23 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

8.2.24 [REDACTED]

8.2.25 [REDACTED]

(A) [REDACTED]

(1) [REDACTED]

(2) [REDACTED]

(3) [REDACTED]

(4) [REDACTED]

(5) [REDACTED]

(6) [REDACTED]

(7) [REDACTED]

(8) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

8.2.26 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(1) [REDACTED]

(2) [REDACTED]

(3) [REDACTED]

(4) [REDACTED]

(5) [REDACTED]

(6) [REDACTED]

(7) [REDACTED]

(8) [REDACTED]

[REDACTED]

8.2.27 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(D) [REDACTED]

8.2.28 [REDACTED]

8.2.29 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(D) [REDACTED]

[REDACTED]

8.2.30 [REDACTED]

8.2.31 [REDACTED]

8.2.32 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

[REDACTED]

8.2.33 [REDACTED]

[REDACTED]

8.2.34 [REDACTED]

8.2.35 [REDACTED]

8.2.36 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

[REDACTED]

8.2.37 [REDACTED]

8.2.38 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

[REDACTED]

8.2.39 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

Network Deployment Plan requirements

8.2.40 NBPCo shall provide for an appropriate phasing of its Network Deployment which takes account of the characteristics of its Network and meets the coverage and sequencing requirements set out in Paragraphs 8.2.2 (Network Deployment – Requirements) to 8.2.17 (Network Deployment – Requirements) inclusive.

8.2.41 NBPCo shall implement and maintain a Network Deployment Plan, which is part of, and integrates with, the Implementation Programme. The Network Deployment Plan shall, at a minimum, set out:

(A) the Milestones in the Network Deployment Plan including the M0 Milestones and the Deployment Area Milestones;

(B) how the Milestones in the Network Deployment Plan will be Achieved;

(C) the dates by which each the Milestones in the Network Deployment Plan will be Achieved;

(D) the interdependencies between the Milestones in the Network Deployment Plan, each of the other Project Plan Milestones and Programme Level Milestones;

- (E) the resources which will be used to Achieve the Milestones in the Network Deployment Plan; and
 - (F) risks to the Network Deployment Plan and proposed mitigation measures.
- 8.2.42 On the Commencement Date, NBPco shall show in the Wholesale Product & Coverage Template under Schedule 3.3 (NBPco Solution – Deployment) the Premises it shall Pass in each phase of Network Deployment and shall provide to the Minister in writing a Milestone Date for each of the Deployment Area Milestones. NBPco shall, throughout the Contract Period, in a timely manner, update the Wholesale Product & Coverage Template so that it reflects any changes made to the Network Deployment Plan.

Deployment Area Project Plan requirements

- 8.2.43 Throughout Network Deployment, NBPco shall design, maintain and implement a Deployment Area Project Plan for each Deployment Area which shall, at a minimum, set out:
- (A) the Deployment Area Milestones;
 - (B) how the M2 Milestone (Network Deployment Complete) will be Achieved;
 - (C) the dates by which each Deployment Area Milestone will be Achieved;
 - (D) the interdependencies between the Deployment Area Milestones, each of the Network Deployment Plan Milestones and Programme Level Milestones;
 - (E) the resources which will be used to ensure the Achievement of the M2 Milestone (Network Deployment Complete)); and
 - (F) the anticipated specific Deployment Area risks and proposed mitigation measures.
- 8.2.44 Each Deployment Area Project Plan is part of the Milestone Achievement Criteria, for the relevant M1 Milestone (Detailed Design Complete).
- 8.2.45 For each Deployment Area, NBPco shall make available the relevant Deployment Area Project Plan to the Minister and Service Providers via the Secure Portal at the time NBPco submits the Detailed Design Milestone Achievement Report. NBPco shall update each Deployment Area Project Plan monthly to take account of Network Deployment progress.

SCP Project Plan requirements

- 8.2.46 Throughout Network Deployment, NBPco shall design, maintain and implement a SCP Project Plan for each of the P4B.1 Milestone (100% of Priority 1 Strategic Community Points Passed), the P4B.2 Milestone (100% of Priority 2 Strategic

Community Points Passed) and the P4B.3 Milestone (100% of Priority 3 Strategic Community Points Passed) which shall, at a minimum, set out:

- (A) the SCP Milestones;
- (B) how each of the P4B.1 Milestone (100% of Priority 1 Strategic Community Points Passed), the P4B.2 Milestone (100% of Priority 2 Strategic Community Points Passed) and the P4B.3 Milestone (100% of Priority 3 Strategic Community Points Passed) will be Achieved;
- (C) the dates by which each SCP Milestone will be Achieved;
- (D) the interdependencies between the SCP Milestones, each of the Network Deployment Plan Milestones and Programme Level Milestones;
- (E) the resources which will be used to ensure the Achievement of each of the P4B.1 Milestone (100% of Priority 1 Strategic Community Points Passed), the P4B.2 Milestone (100% of Priority 2 Strategic Community Points Passed) and the P4B.3 Milestone (100% of Priority 3 Strategic Community Points Passed); and
- (F) the anticipated specific SCP Milestone risks and proposed mitigation measures.

8.2.47 Each SCP Project Plan is part of the Milestone Achievement Criteria for the P4B1-M1 Milestone (Priority 1 Strategic Community Points Detailed Design Complete), the P4B2-M1 Milestone (Priority 2 Strategic Community Points Detailed Design Complete) and the P4B3-M1 Milestone (Priority 3 Strategic Community Points Detailed Design Complete). **[REDACTED]**

8.2.48 For each Deployment Area, NBPco shall make available the relevant Deployment Area Project Plan to the Minister and Service Providers via the Secure Portal at the time NBPco submits the Detailed Design Milestone

Achievement Report. NBPco shall update each Deployment Area Project Plan monthly to take account of Network Deployment progress.

Subcontractor Labour rates, certain materials and equipment costs

8.2.49 During the Deployment Period, NBPco shall undertake and comply with the procurement process set out in Schedule 6.13 (Ministerial Oversight of Deployment Contract Procurement Process) with regard to:

(A) [REDACTED]

(B) [REDACTED]

9 PRODUCTS DEPLOYMENT – REQUIREMENTS

9.1 Background

9.1.1 The provisions of this Paragraph 9 (Products Deployment – Requirements) set out the requirements for:

(A) the deployment of Wholesale Products in accordance with the Agreement; and

(B) a Wholesale Product Launch Project Plan.

9.2 Requirements

9.2.1 NBPco shall make the Minimum Required Wholesale Products available for Service Providers to order by the supply date requirement set out in Figure 5 below:

Figure 5: Minimum Required Wholesale Products

Access/backhaul	Active/Passive	Product Description	Supply date requirement
Access and backhaul	Active	Minimum Bitstream Wholesale Products	On or before the last day of the first Contract Year
Access	Active	Minimum Virtual Access (VUA) Wholesale Products	On or before the last day of the first Contract Year
Access and backhaul	Passive	Duct Access Products, Active Backhaul Wholesale Products and Pole Access Products	On or before the last day of the seventh Contract Year
Access and backhaul	Passive	Dark Fibre Products	On or before the last day of the seventh Contract Year
Access	Passive	Unbundled Fibre Access Products	On or before the last day of the seventh Contract Year
Access and backhaul	Passive	Radio and Mast Access Products	On or before the last day of the seventh Contract Year
Access	Passive	Building and Cabin Co-Location	On or before the last day of the first Contract Year
Backhaul	Active	InterConnect Products	On or before the last day of the first Contract Year
Backhaul	Active	Transmission Products	On or before the last day of the seventh Contract Year

9.2.2 NBPco shall make the Additional Required Wholesale Products available for Service Providers to order by the supply date requirements set out in Figure 6 below:

Figure 6: Additional Required Wholesale Products

Access/backhaul	Active/Passive	Product Description	Supply date requirement
Access and Backhaul	Active	Business Wholesale Products	On or before the last day of the first Contract Year

9.2.3 NBPco shall make the Other Permitted Wholesale Products available for Service Providers to order by the supply date requirements set out in Figure 7 below:

Figure 7: Other Permitted Wholesale Products

Access/backhaul	Active/Passive	Product Description	Supply date requirement
Access	Active	UPS Option	On or before the last day of the first Contract Year
Access	Active	Class of Service Product	On or before the last day of the first Contract Year

9.2.4 NBPco shall implement and maintain an up to date Wholesale Product Launch Project Plan setting out:

- (A) the Wholesale Product Launch Project Plan Milestones;
- (B) how each Wholesale Product Launch Project Plan Milestone will be Achieved;
- (C) the dates by which each Wholesale Product Launch Project Plan Milestone will be Achieved;
- (D) the interdependencies between each Wholesale Product Launch Project Plan Milestone and each of the other Project Plan Milestones and Programme Level Milestones;
- (E) the resources which will be used to ensure Products will achieve all applicable Milestone Achievements; and
- (F) risks to the Implementation Programme and proposed mitigation measures.

9.2.5 NBPco shall make available the Wholesale Product Launch Project Plan to the Minister on the Commencement Date and to Service Providers, via the Secure Portal, [REDACTED]. NBPco shall via the Secure Portal record and report the progress of the Wholesale Product Launch Project Plan monthly to track and take account of Network Deployment and programme progress.

9.2.6 The Wholesale Product Launch Project Plan shall incorporate the Wholesale Product Roadmap and the Wholesale Product & Coverage Template in

accordance with Schedule 2.1 (Technical Solution Specification) and Schedule 2.4 (Operational Performance).

10 MILESTONE ACHIEVEMENT AND TESTING – REQUIREMENTS

10.1 Background

10.1.1 The provisions of this Paragraph 10 (Milestone Achievement and Testing – Requirements) set out the requirements for:

- (A) the procedures which NBPco is required to adhere to in order to Achieve a Milestone; and
- (B) Testing.

10.2 Requirements

10.2.1 NBPco shall ensure that each Milestone is Achieved on or before the associated Milestone Date.

10.2.2 The Milestone Achievement Criteria for each Milestone type are set in Appendix 3 (Milestone Achievement Criteria).

Independent Certifier

10.2.3 NBPco and the Minister shall appoint an Independent Certifier for the purposes set out in this Paragraph 10 (Milestone Achievement and Testing – Requirements) or as elsewhere specified in this Agreement on terms substantially in the form set out in Appendix 5 (Form of Independent Certifier Appointment).

10.2.4 Neither Party will, without obtaining the prior written approval of other parties to the relevant Independent Certifier Contract:

- (A) terminate, repudiate or discharge the relevant Independent Certifier Contract or treat the same as having been terminated, repudiated or otherwise discharged;
- (B) waive, settle, compromise or otherwise prejudice any rights or claims which the other may from time to time have against the relevant Independent Certifier; or
- (C) vary or amend the terms of the relevant Independent Certifier Contract or the service performed or to be performed by the relevant Independent Certifier.

10.2.5 NBPco and the Minister shall comply with and fulfil their respective duties and obligations arising under or in connection with the Independent Certifier Contract.

10.2.6 All instructions and representations issued or made by any of the parties to the Independent Certifier Contract shall be simultaneously copied to the other parties to the Independent Certifier Contract, and the Parties shall be entitled to

attend all inspections undertaken by or meetings involving the Independent Certifier.

- 10.2.7 In the event of the Independent Certifier's appointment being terminated otherwise than for full performance of his obligations, the Parties shall cooperate with each other in order to appoint, in accordance with Paragraph 10.2.3 (Milestone Achievement and Testing – Requirements), a replacement person to act as the Independent Certifier as soon as reasonably practicable and Paragraph 10.2.3 (Milestone Achievement and Testing – Requirements) shall apply mutatis mutandis to such appointment.

Milestone Acceptance Procedure

- 10.2.8 The procedure described in the provisions of this Paragraph 10.2 (Milestone Achievement and Testing – Requirements) applies to the Achievement of each Milestone.

- 10.2.9 When NBPco has properly completed all that has to be done in respect of a Milestone and subjected the Milestone to NBPco's own internal quality control measures, it shall make available the Milestone and any related Test Items relating to that Milestone for Testing.

- 10.2.10 NBPco shall:

- (A) not less than ten (10) Working Days prior to the Milestone Date for each Milestone, provide the Independent Certifier and, for information purposes, the Minister with an initial Milestone Achievement Report (the “**Initial Milestone Achievement Report**”); and
- (B) on the Milestone Date, provide the Independent Certifier and, for information purposes, the Minister with the final Milestone Achievement Report

which (in each case) details the extent of NBPco's Achievement of the relevant Milestone.

- 10.2.11 NBPco shall ensure that the initial and final versions of each Milestone Achievement Report contain sufficient evidence in respect of each of the Milestone Achievement Criteria set out in Appendix 3 (Milestone Achievement Criteria) to this Schedule 2.3 (Deployment Requirements) to enable the Independent Certifier to verify the extent of the Achievement of the Milestone.

- 10.2.12 Upon receiving an Initial Milestone Achievement Report, the Independent Certifier shall confirm receipt of the Initial Milestone Achievement Report in writing to NBPco and the Minister.

- 10.2.13 Upon receiving a final Milestone Achievement Report, the Independent Certifier shall:
- (A) Confirm receipt of the final Milestone Achievement Report in writing to NBPco and the Minister; and
 - (B) assess whether the final Milestone Achievement Report adequately demonstrates that the Milestone has been Achieved.
- 10.2.14 As part of the assessment referred to in Paragraph 10.2.13 (Milestone Achievement and Testing – Requirements), the Independent Certifier may carry out any reasonable assessment or verification measure required, including but not limited to:
- (A) requesting further information from NBPco; and/or
 - (B) conducting any spot check audit, or inspection of NBPco data, information systems or Network equipment. For this purpose, the Independent Certifier shall have the same rights as are conferred on the Minister pursuant to Schedule 6.11 (Audits) in respect of any such spot check, monitoring, audit, or inspection of NBPco data, information systems or Network equipment as if references to the “*Minister*” in that Schedule included a reference to the “*Minister and the Independent Certifier*” (provided that the frequency limits in Paragraph 1.6 (Audit Rights) of Schedule 6.11 (Audits) shall not apply in respect of any spot check, monitoring, audit, or inspection of NBPco data, information systems or Network equipment required by the Independent Certifier in respect of its assessment of each Milestone Achievement Report and the notice requirement in Paragraph 2.1 (Conduct of Audits) of Schedule 6.11 (Audits) shall instead refer to seven (7) Working Days).
- 10.2.15 The Independent Certifier shall within ten (10) Working Days of the date the Independent Certifier receives the final Milestone Achievement Report determine whether or not the relevant Milestone has been Achieved, provided that if the Independent Certifier carries out any reasonable assessment or verification measure under Paragraph 10.2.14 (Milestone Achievement and Testing – Requirements) then the ten (10) Working Days’ time period will only commence following the earlier of:
- (A) the date the Independent Certifier has completed, to his satisfaction, the assessment or verification measures: or
 - (B) twenty (20) Working Days from date of receipt of the final Milestone Achievement Report.
- 10.2.16 The Independent Certifier shall within one (1) Working Day of making a determination referred to in Paragraph 10.2.15 (Milestone Achievement and Testing – Requirements), either:
- (A) issue the relevant Milestone Achievement Certificate and notify the Minister that it has been issued; or
 - (B) notify NBPco and the Minister in writing that the Independent Certifier considers that the relevant Milestone has not been Achieved and

provide supporting reasons (in such level of detail as the Independent Certifier considers appropriate).

- 10.2.17 The Independent Certifier shall determine whether or not the relevant Milestone has been Achieved within the timeframes set out in Paragraphs 10.2.15 (Milestone Achievement and Testing – Requirements) and 10.2.16 (Milestone Achievement and Testing – Requirements), provided that these timeframes shall not apply to the extent that more than six (6) Milestone Achievement Reports have been submitted for the Independent Certifier’s decision at any given time. Where the number of Milestone Achievement Reports for which NBPco has made a submission to the Independent Certifier for assessment and which are awaiting determination at any time is greater than six (6), the Independent Certifier shall use reasonable endeavours to process at least six (6) Milestone Achievement Reports in each consecutive period of ten (10) Working Days.
- 10.2.18 If the Independent Certifier notifies NBPco in accordance with Paragraph 10.2.16(B) (Milestone Achievement and Testing – Requirements) that the Milestone has not been Achieved, then, without limiting or affecting the Minister’s rights and remedies under this Agreement, the Parties shall as soon as practicable meet to discuss the Achievement of the relevant Milestone and (subject to Paragraph 10.2 (Milestone Achievement and Testing – Requirements)) agree an appropriate course of action which may, at the Minister’s discretion, include implementation of, and compliance with, the Remedial Plan Process. A Milestone Achievement Certificate shall be issued only if the Independent Certifier agrees that the relevant Milestone has been Achieved. Where NBPco seeks to dispute any finding of the Independent Certifier, that matter shall be raised directly with the Independent Certifier (and shall not be considered as a Dispute with the Minister) and NBPco shall comply with its obligations under this Agreement as if the Milestone had not been Achieved.
- 10.2.19 NBPco is not entitled to submit an invoice to the Minister for a Deployment Milestone Payment or, as applicable, Connection Milestone Payment (in accordance with Schedule 5.1 (Subsidy Payments)) until such time as the relevant Milestone has been Achieved and the Independent Certifier has issued (or in the case of Milestones M0.14, M0.15 or M0.16 only, the Minister has

issued) a Milestone Achievement Certificate (or equivalent) in respect of the relevant Milestone.

Achievement of Operational Environment Programme Level Milestone (P1)

- 10.2.20 NBPco shall meet the requirements of the Operational Environment Project Plan as set out in the Implementation Programme and the Operational Environment Project Plan.
- 10.2.21 NBPco shall demonstrate that the Programme Level Milestones for the Operational Environment meet the P1 Milestone Achievement Criteria set out in Appendix 3 (Milestone Achievement Criteria).

Achievement of the Service Provider Engagement Framework Project Plan Level Milestones (P2)

- 10.2.22 NBPco shall meet the requirements of the Service Provider Engagement Framework Project Plan as set out in the Implementation Programme and the Service Provider Engagement Framework Project Plan.
- 10.2.23 NBPco shall demonstrate that the Programme Level Milestones for the Service Provider Engagement Framework meet the P2 Milestone Achievement Criteria set out in Appendix 3 (Milestone Achievement Criteria).

Achievement of each M0 Milestone

- 10.2.24 NBPco shall in accordance with the Network Deployment Plan, Achieve and demonstrate that the M0 Milestone has been Achieved.
- 10.2.25 NBPco shall demonstrate that each M0 Milestone meets the Milestone Achievement Criteria for the relevant M0 Milestone set out in Appendix 3 (Milestone Achievement Criteria). **[REDACTED]**

Achievement of M1 Milestone (Detailed Design Complete) for each Deployment Area

- 10.2.26 NBPco shall, when NBPco provides the Minister with the Detailed Design for each Deployment Area in accordance with the Network Deployment Plan, demonstrate that the M1 Milestone (Detailed Design Complete) has been Achieved.
- 10.2.27 NBPco shall make available the Detailed Design to the Minister and Service Providers via the Secure Portal.
- 10.2.28 NBPco shall demonstrate that its Detailed Design in respect of each Deployment Area meets the Milestone Achievement Criteria for the M1 Milestone (Detailed Design Complete) set out in Appendix 3 (Milestone Achievement Criteria).

Achievement of M2 Milestone (Network Deployment Complete) for each Deployment Area

- 10.2.29 NBPco shall demonstrate Network Deployment is complete on a Deployment Area basis.
- 10.2.30 The relevant Deployment Area Network shall contain all of the necessary network elements to deliver a High-Speed Broadband service to all of the End Users in the Deployment Area, subject to the appropriate Backhaul and InterConnect connections being in place.
- 10.2.31 NBPco shall demonstrate that Premises are Passed in accordance with the procedure set out in Appendix 4 (Criteria for Premises Passed).
- 10.2.32 NBPco shall demonstrate that its Detailed Design in respect of each Deployment Area meets the Milestone Achievement Criteria for the M2 Milestone (Network Deployment Complete) set out in Appendix 3 (Milestone Achievement Criteria).
- 10.2.33 NBPco shall demonstrate that the Programme Level Milestones in respect of the M2 Milestones (Network Deployment Complete) meet the Milestone Achievement Criteria for the P4C, P4B, P4A, P4A.0 and P4A.A Milestones (including that sufficient M2 Milestones (Network Deployment Complete) have been Achieved in order to satisfy Premises Passed requirements of the Milestones Achievement Criteria) as set out in Appendix 3 (Milestone Achievement Criteria).

Achievement of M3 (Rollout Area Complete) for each Rollout Area

- 10.2.34 NBPco shall demonstrate Network Deployment is complete on a Rollout Area basis.
- 10.2.35 All Premises in a Rollout Area (other than Deferred Premises) may only be considered to be Passed once all relevant M2 Milestones for that Rollout Area as set out in Appendix 6 (Rollout Areas) have been Achieved.
- 10.2.36 The Network in the Rollout Area shall contain all the necessary Network elements to deliver a High-Speed Broadband service to all the End Users in the Rollout Area, subject to the appropriate Backhaul and InterConnections being in place.
- 10.2.37 NBPco shall demonstrate that Premises are Passed in accordance with the procedure set out in Appendix 4 (Criteria for Premises Passed).

Achievement of Programme Level Milestones for the Wholesale Products

- 10.2.38 NBPco shall demonstrate to the Minister that Wholesale Products are available to all Passed Premises and that Wholesale Products meet the requirements of this Agreement by showing that:
 - (A) the relevant Wholesale Product meets or exceeds the corresponding Wholesale Product Specifications pursuant to this Agreement;
 - (B) the relevant Reference Offer has been approved by the Minister and published on the Public Portal in a form agreed with the Minister; and

- (C) the Wholesale Products meet P5 Milestones Achievement Criteria set out in Appendix 3 (Milestone Achievement Criteria).

10.3 Requirements – Testing

Testing

- 10.3.1 NBPco shall undertake Testing in accordance with Paragraph 10.3 (Milestone Achievement and Testing – Requirements) and the Service Requirements.
- 10.3.2 Any Testing does not limit or affect the Minister's rights and remedies set out elsewhere in this Agreement and the passing of any Test does not relieve NBPco from complying with its other obligations in this Agreement.

Test Strategy

- 10.3.3 As at the Effective Date, the Test Strategy shall, at a minimum, contain the following:
 - (A) full details of the Testing (where applicable) of each Milestone type;
 - (B) full details for how each Testing procedure will apply to each applicable stage of the Network Deployment;
 - (C) an overview of how Testing shall be conducted in relation to the Implementation Programme and the Project Plan;
 - (D) the Test Success Criteria for each applicable Test;
 - (E) the process to be used to capture and record Test results and Test issues and a procedure for the resolution of Test issues;
 - (F) the method for mapping the expected Test results to the Test Success Criteria;
 - (G) the respective names and contact details of the Independent Certifier's, the Minister's and NBPco's Test representatives; and
 - (H) a high-level identification of the resources required for Testing, including facilities, infrastructure, personnel and/or the third party involvement in the conduct of the Tests.
- 10.3.4 During the Contract Period, the Minister may require NBPco by written notice to amend the Test Strategy (which notice shall be copied to the Independent Certifier for information purposes). Within five (5) Working Days after receiving the Minister's notification for amendment, NBPco will submit a revised version of the Test Strategy to the Minister which takes into account the Minister's

requirements (which revised version shall be copied to the Independent Certifier for information purposes).

- 10.3.5 The Minister shall use reasonable endeavours to, within five (5) Working Days after receiving the revised Test Strategy in accordance with Paragraph 10.3.4 (Milestone Achievement and Testing – Requirements):
- (A) give NBPco and the Independent Certifier notice that the Minister approves the revised Test Strategy (in which case this approved strategy will update and replace the Test Strategy); or
 - (B) comment on the revised Test Strategy, in which case:
 - (1) the Parties shall meet to discuss the Minister’s comments; and
 - (2) within five (5) Working Days after the meeting, NBPco must prepare a further revised Test Strategy addressing the Minister’s comments and submit it to the Minister for his approval (copied to the Independent Certifier for information purposes).

This Paragraph 10.3.5 (Milestone Achievement and Testing – Requirements) applies to any revised Test Strategy that NBPco submits until the revised Test Strategy is approved by the Minister.

Test Attendance

- 10.3.6 NBPco shall notify the Independent Certifier and the Minister in writing when any Test Item, having been subjected to its own internal quality control measures, is in such state, form and completeness as to be ready for Testing and of the scheduled date for commencement of the Test. NBPco shall give such notice at least five (5) Working Days prior to the date for commencing the applicable Testing.
- 10.3.7 The Independent Certifier and the Minister (and/or his nominees) is entitled but is not obliged to attend any Test. Where the Independent Certifier or Minister has notified NBPco in writing not less than three (3) Working Days prior to the scheduled commencement of the Test that it wishes to attend a particular Test, NBPco shall facilitate such attendance. Subject to NBPco's compliance with Paragraph 10.3.5 (Milestone Achievement and Testing – Requirements), the Independent Certifier’s or the Minister’s (and/or his nominees) non-attendance at a Test shall not prevent completion of the Test by NBPco.

Costs

- 10.3.8 NBPco and the Minister shall bear its own costs in respect of Testing and the implementation of the Testing Strategy.
- 10.3.9 The Independent Certifier’s costs will be paid in accordance with the terms of the Independent Certifier’s Contract.

11 MONITORING DEPLOYMENT – REQUIREMENTS

11.1 Background

11.1.1 The provisions of this Paragraph 11 (Monitoring Deployment – Requirements) set out the requirements which NBPco shall comply with in respect of monitoring the Implementation Programme and the Wholesale Product Launch Project Plan, the Network Deployment Plan, the Operational Environment Project Plan and the Service Provider Engagement Framework Project Plan.

11.2 Requirements

11.2.1 NBPco shall, on a monthly basis, report to the Minister NBPco's progress each month against its Implementation Programme including progress against the relevant Programme Level Milestones and progress against Project Plan Milestones for each Project Plan.

Monitoring of Product Deployment

11.2.2 NBPco shall, on a monthly basis, report to the Minister, Product Launch progress against its Wholesale Product Launch Project Plan.

Monitoring of Network Deployment coverage – Premises Passed

11.2.3 NBPco shall, on a monthly basis, report to the Minister, Network Deployment progress against the Network Deployment Plan including progress against the relevant Detailed Design Complete P3 Programme Level Milestones and the P4A Milestone (more particularly set out in Paragraph 2.10 (Milestones) of this Schedule 2.3 (Deployment Requirements)) and Network Deployment Milestones by Deployment Area.

11.2.4 NBPco shall monitor and track, on a monthly basis:

- (A) progress of the coverage of the Network on a percentage Premises Passed basis; and
- (B) progress on rollout of individual Network Elements in order to anticipate any Delays in meeting these Milestones.

11.2.5 Without limiting or affecting any obligation set out in Schedule 6.5 (Reports and Records), to facilitate reporting in respect of ERDF Funding, NBPco shall on a monthly basis, report the number of residential Premises Passed, total Premises Passed and the status of Premises Passed on a County (GeoDirectory), postal area (first 3 digits of Eircode), OLT (Network inventory), principle post town (GeoDirectory), electoral district (GeoDirectory) basis, or such alternative basis as specified in writing by the Minister from time to time.

Monitoring of Network Deployment coverage – Premises Connected

11.2.6 NBPco shall, on a monthly basis, monitor, report and make available to the Minister in the Connections Report via the Secure Portal, the number of Premises Connected and as categorised under the 'Geo-Directory building use'

section of the Premises Database as either 'Residential', 'Residential and Commercial' or 'Commercial' using the following metrics:

- (A) total number of Premises Connected per Wholesale Product per Service Provider; and
- (B) total number of Premises Connected, since cancelled per Wholesale Product per Service Provider.

Monitoring of Operational Environment deployment progress

11.2.7 NBPco shall, on a monthly basis, report to the Minister the Operational Environment deployment progress each month against the Operational Environment Project Plan.

Monitoring of Service Provider Engagement

11.2.8 NBPco shall, on a monthly basis, report to the Minister the Service Provider Engagement progress each month against the Service Provider Engagement Framework Project Plan.

Inventory Management

11.2.9 In order to ensure NBPco makes efficient use of its fibre it shall provide detailed information on the volume of fibre and other inventory it purchases and the volume it uses throughout the Deployment Period and shall manage its fibre optic cabling stock in accordance with Paragraphs 11.2.10 (Monitoring Deployment - Requirements) to 11.2.12 (Monitoring Deployment - Requirements) (inclusive).

11.2.10 NBPco shall implement systems and processes to track the volume of fibre optic cabling and other inventory; it purchases, stores (in central or geographically distributed depots), has issued to and/or stored by Subcontractors (in depots, yards, other facilities and/or vehicles), installed by Subcontractors, and, if relevant, Fibre Wastage by Subcontractors such that at any time during the Deployment Period that NBPco can accurately report on the status of fibre optic cabling and other inventory in accordance with the reporting requirements set out in Paragraph 11.3.1 (Monitoring Deployment - Requirements) of this Schedule 2.3 (Deployment Requirements) and those in Schedule 6.5 (Reports). Appendix 7 (Exemplar inventory tracking process) sets out an illustrative example of the type of inventory management process that will be implemented by NBPco under this Paragraph 11.2.10 (Monitoring Deployment - Requirements).

11.2.11 The volume of Fibre Wastage shall not, at any time, exceed **[REDACTED]** of the total aggregate volume of fibre optic cabling which is installed in any Deployment Area and confirmed installed as part of the relevant M2 Milestone for that Deployment Area during the Deployment Period. The volume of Fibre Wastage

shall be reviewed at the end of Contract Year 2 to reflect operational experience. The review shall have regard to:

- (A) Best Industry Practice with regards to quantities of Fibre Wastage and the approach to fibre optic cabling drum management implemented during Network Deployment;
- (B) the actual quantities of Fibre Wastage incurred during Network Deployment in each Deployment Area which have at the date of the review been included in a Milestone Achievement Report; and
- (C) the outcome of any audit or inspections carried out the Minister or the Independent Certifier in accordance with Paragraph 10.2.14 (Milestone Achievement and Testing – Requirements) of Schedule 2.3 (Deployment Requirements).

11.2.12 The total aggregate volume of fibre optic cabling (of any type) that NBPco (or any of its Subcontractors) has in storage at the end of the Deployment Period (the “**Excess Fibre Cable**”) shall not exceed **[REDACTED]**.

11.3 Technical Reporting – Requirements

Progress Report

11.3.1 NBPco shall provide to the Minister, via the Secure Portal, the monthly Network Deployment Progress Report in the following format and which sets out:

- (A) a summary of the Network Deployment progress in the month, including ‘red flags’, ‘amber flags’ and ‘green flags’;
- (B) progress against the Network Deployment Plan;
- (C) Premises Passed progress;
- (D) Premises Connected progress;
- (E) anticipated risks and proposed mitigation update;
- (F) Service Provider Engagement Framework update;
- (G) progress with respect to the Wholesale Product Launch Project Plan;
- (H) progress with respect to the Operational Environment Project Plan; and
- (I) the quantity of fibre optic cabling NBPco has purchased, the quantity it has used to build the Network and the quantity of fibre optic cable in stock.

Progress update meetings

11.3.2 NBPco shall attend monthly update meetings during the Deployment Period with the Minister (and the Minister’s agents/advisers) to discuss the monthly Network

Deployment report and any project issues. The first monthly update meeting shall occur within thirty (30) days of the Effective Date

Reporting Systems

11.3.3 NBPco shall make available on the Secure Portal the monitoring information and all monthly reports set out or referred to in this Paragraph 11 (Monitoring Deployment – Requirements).

12 CONDITIONS TO BE SATISFIED ON OR BEFORE THE EFFECTIVE DATE

12.1 NBPco shall, in good faith and acting reasonably, engage fully and properly, and with all due expedition, with the Minister in relation to:

12.1.1 the completion and agreement of the Test Strategy so that it is completed to the satisfaction of, and acceptable to, the Minister and is compliant and consistent with the provisions of this Agreement; and

12.1.2 the completion and agreement of the Outcome Descriptions and Supporting Evidence for each of the Tier 1 Achievements and the Tier 2 Achievements within Schedule 2.3 (Deployment Requirements) so that they are completed to the satisfaction of, and acceptable to, the Minister and are compliant and consistent with the provisions of this Agreement.

12.2 NBPco shall provide to the Minister as soon as possible and, in any event, on or before the Effective Date, to the Minister's satisfaction (as confirmed in writing by the Minister):

12.2.1 the Test Strategy (consistent with, and prepared in accordance and compliance with, the provisions of this Agreement) completed to the satisfaction of, and acceptable to, the Minister; and

12.2.2 the Outcome Descriptions and Supporting Evidence for each of the Tier 1 Achievements and the Tier 2 Achievements within Schedule 2.3 (Deployment Requirements) (consistent with, and prepared in accordance and compliance with, the provisions of this Agreement) completed to the satisfaction of, and acceptable to, the Minister.

12.3 NBPco acknowledges and agrees that if a Subsidy Payment falls due for payment by the Minister to NBPco pursuant to a provision of this Agreement, that Subsidy Payment, despite such other provision, shall not be due or payable by the Minister unless and until the Minister has confirmed in writing that:

12.3.1 the Test Strategy has been completed to the satisfaction of the Minister, is accepted by the Minister and is compliant and consistent with the provisions of this Agreement; and

12.3.2 the Outcome Descriptions and Supporting Evidence for each of the Tier 1 Achievements and the Tier 2 Achievements within Schedule 2.3 (Deployment Requirements) have been completed to the satisfaction of the Minister, are

accepted by the Minister and are compliant and consistent with the provisions of this Agreement.

APPENDIX 1 (PREMISES DATABASE FOR LOT C)

[REDACTED]

Up to date as at 7 January 2022
Schedule 2.3 - Deployment Requirements Redacted Version

APPENDIX 2 (STRATEGIC COMMUNITY POINTS FOR LOT C)

APPENDIX 3 (MILESTONE ACHIEVEMENT CRITERIA)

1 APPLICATION

- 1.1 This Appendix 3 (Milestone Achievement Criteria) specifies the Milestone Achievement Criteria that NBPco must meet before it can Achieve a Milestone.
- 1.2 The Milestone Achievement Criteria for each applicable Milestone is set out in this Appendix 3 (Milestone Achievement Criteria) and consists of:
 - 1.2.1 a description of the outcome that NBPco is required to deliver so that the applicable Milestone can be Achieved ("**Outcome Description**");
 - 1.2.2 a list of pre-requisite Milestone or Milestones that NBPco is required to satisfy and Achieve in order that the applicable Milestone can be Achieved ("**Milestone Pre-requisites**"); and
 - 1.2.3 the written supporting evidence that NBPco must provide or make available to the Minister and the Independent Certifier to demonstrate that NBPco has delivered the required outcome of Achieving the applicable Milestone ("**Supporting Evidence**").
- 1.3 The Independent Certifier will not commence the process of verifying whether a Milestone has been Achieved unless and until NBPco has submitted to the Independent Certifier (copying the Minister for information purposes) a final Milestone Achievement Report containing:
 - 1.3.1 the Milestone Achievement Certificate Unique Reference Number for each relevant Milestone Pre-requisite;
 - 1.3.2 all required Supporting Evidence for the relevant Milestone; and
 - 1.3.3 confirmation in writing that NBPco:
 - (A) has met all Milestone Achievement Criteria for the Milestone; and
 - (B) notwithstanding any Supporting Evidence it has already provided, will provide any further or additional material requested by the Independent Certifier or the Minister for the purpose of verifying whether the Milestone has been Achieved.
- 1.4 Except where otherwise stated in this Appendix 3 (Milestone Achievement Criteria), the Milestone Pre-requisites and Supporting Evidence apply to all Milestones of that type. For example, the Milestone Pre-requisites and Supporting Evidence for P3 Milestone (Detailed Design Complete for (x)% of Premises in the Intervention Area) apply to all Milestones of

type P3, as set out at Paragraph 2.7 (P3 Milestone (Detailed Design Complete for (x)% of Premises in the Intervention Area) of Appendix 3.

- 1.5 A Milestone Achievement Report may only be submitted to the Independent Certifier (copied to the Minister) by email and provided it:
 - 1.5.1 attaches the Milestone Achievement Report to the email as a separate file in accordance with the requirements under Paragraph 1.7 (Application) below; and
 - 1.5.2 includes either within the body of the email or within the attached Milestone Achievement Report, working and up-to-date hyperlinks to any item of Supporting Evidence, such Supporting Evidence to be published on and accessible via the Secure Portal.
- 1.6 For the avoidance of doubt:
 - 1.6.1 unless otherwise expressly agreed in writing by the Minister from time to time, a Milestone Achievement Report may not be submitted to the Minister or the Independent Certifier by personal delivery, pre-paid recorded delivery, pre-paid registered post, or any other manner of delivery except email in accordance with Paragraph 1.5 (Application) of this Appendix 3 (Milestone Achievement Criteria); and
 - 1.6.2 Paragraphs 1.5 (Application) and 1.6 (Application) of this Appendix 3 (Milestone Achievement Criteria) do not otherwise limit or affect the operation of Clause 92 (Notices) of this Agreement.
- 1.7 Any Milestone Achievement Report or Supporting Evidence that is:
 - 1.7.1 a written document, image, chart, plan, map or report shall be provided as (or, as relevant, made accessible via hyperlink to) a file in a generally accessible format, for example PDF, or otherwise in the form specified by the Minister; or
 - 1.7.2 a spreadsheet shall be provided as (or, as relevant, made accessible via hyperlink to) a Microsoft Excel format file or in the form otherwise specified by the Minister.
- 1.8 Without limiting or affecting the operation of Paragraphs 10.2.10 (Milestone Achievement and Testing – Requirements) and 10.2.11 (Milestone Achievement and Testing – Requirements) of Schedule 2.3 (Deployment Requirements), a Milestone Achievement Report must be in written form and clearly:
 - 1.8.1 identify the Milestone sought to be Achieved, the date of submission, and whether it is an Initial Milestone Achievement Report or a final Milestone Achievement Report;
 - 1.8.2 summarise how and when each Milestone Prerequisite for the Milestone has been met;
 - 1.8.3 address, summarise and demonstrate how each specific element of the Outcome Description for the Milestone has been met;
 - 1.8.4 refer to any Supporting Evidence provided or made available to support a claim made in Paragraph 1.8.3 (Application); and

- 1.8.5 be signed as being true and correct in all respects by a senior member of the NBPco Key Personnel with the requisite authority to bind NBPco.
- 1.9 When providing a Milestone Achievement Report in accordance with Paragraph 1.5 (Application) of this Appendix 3 (Milestone Achievement Criteria), NBPco shall also provide the Independent Certifier (copied to the Minister for information purposes) with the permissions and instructions necessary to remotely access all original NBPco data sources and/or information systems relevant to the Milestone Achievement Report and any Supporting Evidence.
- 1.10 Access provided in accordance with Paragraph 1.9 (Application) may be provided on a read-only basis but shall:
 - 1.10.1 enable the Independent Certifier (and the Minister for information purposes) to view all data, run queries, and create, save and print files and reports; and
 - 1.10.2 be linked to and interface with any data sources and/or information systems relevant to the Milestone Achievement Report submitted and any Supporting Evidence, or as otherwise requested by the Independent Certifier, including, but not limited to:
 - (A) the Premises Database;
 - (B) the information systems used by NBPco to plan, design and graphically depict the rollout of the Network Deployment; and
 - (C) the Inventory Management System.
- 1.11 NBPco shall comply with any particular requirements that may be specified from time to time by the Minister or Independent Certifier, in respect of for example:
 - 1.11.1 sending the Milestone Achievement Report or other related correspondence to a specific dedicated email address; and
 - 1.11.2 providing the Milestone Achievement Report or Supporting Evidence in hard copy form.
- 1.12 Without limiting or affecting any right or Audit Right of the Minister or an Audit Agent under this Agreement, NBPco must facilitate, without delay, the Independent Certifier to carry out any spot check, monitoring, audit, inspection or other verification measure requested by the Independent Certifier in the course of assessing whether a Milestone is to be Achieved.
- 1.13 Tests required by this Appendix 3 (Milestone Achievement Criteria) must be conducted in accordance with the Test Strategy.

2 MILESTONES

2.1 M0 Milestone

- 2.1.1 There shall be two types of M0 Milestones capable of being Achieved within the period beginning on the Effective Date and ending on the date that is the second anniversary of the Effective Date (or in the case of Milestones M0.14, M0.15 and M0.16, the fourth anniversary of the Effective Date). Details of those M0

Milestones are set out in Paragraph 2.1.2 (Milestone) of Appendix 3 (Milestone Achievement Criteria) of this Schedule 2.3 (Deployment Requirements).

[REDACTED]

2.1.2 **[REDACTED]**

(A) **[REDACTED]**

(B) **[REDACTED]**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

Supporting Evidence

2.1.4 Supporting Evidence for each Tier 1 Achievement and Tier 2 Achievement shall be as set out in the table next below.

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	1. [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

2.2 M1 Milestone (Detailed Design Complete)

2.2.1 There shall be one (1) M1 Milestone (Detailed Design Complete) for each Deployment Area.

Outcome Description

2.2.2 The M1 Milestone will only be capable of being Achieved when Detailed Design for the Deployment Area is complete.

2.2.3 Detailed Design for a Deployment Area will be considered complete when comprehensive drawings and relevant accompanying information have been prepared describing a Network in the Development Area capable of:

- (A) connecting all Existing Premises and Type 3 Premises; and

- (B) enabling NBPco to meet all Service Requirements in the provision of Wholesale Products,

within the Deployment Area.

2.2.4 The Detailed Design for a Deployment Area shall include:

- (A) [REDACTED]
- (B) [REDACTED]
- (C) [REDACTED]
- (D) [REDACTED]
- (E) [REDACTED]
- (F) [REDACTED]
- (G) [REDACTED]
- (H) [REDACTED]
- (I) [REDACTED]
- (J) [REDACTED]
- (K) [REDACTED]
- (L) [REDACTED]

Milestone Pre-requisites

2.2.5 Nil.

Supporting Evidence

2.2.6 Supporting Evidence shall contain:

- (A) [REDACTED]
- (B) [REDACTED]
- (C) [REDACTED]
- (D) [REDACTED]
- (E) [REDACTED]
- (F) [REDACTED]
- (G) [REDACTED]
- (H) [REDACTED]

- (I) [REDACTED]
- (J) [REDACTED]
- (K) [REDACTED]
- (L) [REDACTED]
- (M) [REDACTED]

2.3 M2 Milestone (Network Deployment Complete)

2.3.1 There shall be one (1) M2 Milestone (Network Deployment Complete) for each Deployment Area.

Outcome Description

2.3.2 The M2 Milestone (Network Deployment Complete) will only be capable of being Achieved when that Deployment Area is considered Deployment Area Complete in accordance with Paragraph 10.2.29 (Milestone Achievement and Testing – Requirements) to Paragraph 10.2.33 (Milestone Achievement and Testing – Requirements) of Schedule 2.3 (Deployment Requirements).

2.3.3 The Minister shall not consider a Deployment Area to be a Deployment Area Complete unless and until:

- (A) [REDACTED]
- (B) [REDACTED]
- (C) [REDACTED]
- (D) [REDACTED]
- (E) [REDACTED]
- (F) [REDACTED]
- (G) [REDACTED]
- (H) [REDACTED]
- (I) [REDACTED]
- (J) [REDACTED]
- (K) [REDACTED]
- (L) [REDACTED]
- (M) [REDACTED]
- (N) [REDACTED]
- (O) [REDACTED]

- (P) [REDACTED]
- (Q) [REDACTED]
- (R) [REDACTED]
- (S) [REDACTED]
- (T) [REDACTED]
- (1) [REDACTED]
 - a. [REDACTED]
 - b. [REDACTED]
- (2) [REDACTED]

Milestone Pre-requisites

2.3.4 The M2 Milestone (Network Deployment Complete) cannot be Achieved unless and until the following Milestones have been Achieved:

- (A) [REDACTED]
- (B) [REDACTED]
- (C) [REDACTED]
- (D) [REDACTED]
- (E) [REDACTED]
- (F) [REDACTED]

Supporting Evidence

2.3.5 Confirmation from NBPco that:

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

2.3.6 [REDACTED]

2.3.7 [REDACTED]

2.3.8 [REDACTED]

2.3.9 [REDACTED]

2.3.10 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(D) [REDACTED]

(E) [REDACTED]

(F) [REDACTED]

(G) [REDACTED]

(H) [REDACTED]

2.3.11 [REDACTED]

2.3.12 [REDACTED]

2.3.13 [REDACTED]

2.3.14 [REDACTED]

2.3.15 [REDACTED]

2.3.16 [REDACTED]

2.3.17 [REDACTED]

2.3.18 [REDACTED]

2.3.19 [REDACTED]

2.3.20 [REDACTED]

- 2.3.21 [REDACTED]
- (A) [REDACTED]
- (B) [REDACTED]

2.4 M3 Milestone (Rollout Area Complete)

- 2.4.1 There shall be one (1) M3 Milestone (Rollout Area Complete) for each Rollout Area.

Outcome Description

- 2.4.2 [REDACTED]
- 2.4.3 [REDACTED]

Milestone Pre-requisites

- 2.4.4 The M3 Milestone (Rollout Area Complete) cannot be Achieved unless and until the following Milestones have been Achieved:
 - (A) M2 Milestone(s) (Network Deployment Complete) for 100% of Premises in the Rollout Area except for Deferred Premises.

[REDACTED]

- 2.4.5 [REDACTED]
- (A) [REDACTED]

2.5 Milestone P1 (Operational Environment)

- 2.5.1 There shall be four (4) P1 Milestones (Operational Environment) as follows:
 - (A) [REDACTED]
 - (B) [REDACTED]
 - (C) [REDACTED]
 - (D) [REDACTED]

- 2.5.2 [REDACTED]
- 2.5.3 [REDACTED]
- 2.5.4 [REDACTED]
- 2.5.5 [REDACTED]

[REDACTED]

- 2.5.6 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

[REDACTED]

2.5.7 [REDACTED]

[REDACTED]

2.5.8 [REDACTED]

[REDACTED]

2.5.9 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

[REDACTED]

(A) [REDACTED]

(B) [REDACTED]

2.6 P2 Milestone (Service Provider Engagement Framework)

2.6.1 There shall be one (1) P2 Milestone (Service Provider Engagement Framework).

[REDACTED]

2.6.2 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

[REDACTED]

2.6.3 [REDACTED]

[REDACTED]

2.6.4 [REDACTED]

2.6.5 [REDACTED]

2.6.6 [REDACTED]

2.6.7 [REDACTED]

2.6.8 [REDACTED]

2.7 P3 Milestone (Detailed Design Complete for (x)% of Premises in the Intervention Area)

2.7.1 There shall be two (2) Detailed Design Complete (P3) Milestones as follows:

(A) [REDACTED]

(B) [REDACTED]

[REDACTED]

2.7.2 [REDACTED]

[REDACTED]

2.7.3 [REDACTED]

(A) [REDACTED]

[REDACTED]

2.7.4 [REDACTED]

2.7.5 [REDACTED]

2.8 P4A.A Milestone (Procurement Complete for Key Subcontractors)

2.8.1 There shall be one (1) P4A.A Milestone (Procurement Complete for Key Subcontractors).

Outcome Description

2.8.2 The P4A.A Milestone (Procurement Complete for Key Subcontractors) will only be capable of being Achieved when by the end of Contract Year 1:

(A) [REDACTED]

[REDACTED]

(B) [REDACTED]

[REDACTED]

2.8.3 [REDACTED]

2.9 P4A.0 Milestone (Network Deployment Complete for Ramp Up)

2.9.1 There shall be one (1) P4A.0 Milestone (Network Deployment Complete for Ramp Up).

[REDACTED]

2.9.2 **[REDACTED]**

(A) **[REDACTED]**

(B) **[REDACTED]**

(C) **[REDACTED]**

Milestone Pre-requisites

2.9.3 P4A.0 Milestone (Network Deployment Complete for Ramp Up) cannot be Achieved unless and until all of the following Milestones have been Achieved:

(A) **[REDACTED]**

(B) **[REDACTED]**

(C) **[REDACTED]**

[REDACTED]

2.9.4 **[REDACTED]**

2.10 P4A Milestone (Network Deployment Complete for (x)% of Premises in the Intervention Area)

2.10.1 There shall be twenty (20) P4A Milestones (Network Deployment Complete for (x)% of Premises in the Intervention Area) as follows:

(A) **[REDACTED]**

(B) **[REDACTED]**

(C) **[REDACTED]**

(D) **[REDACTED]**

(E) **[REDACTED]**

(F) **[REDACTED]**

(G) **[REDACTED]**

(H) **[REDACTED]**

(I) **[REDACTED]**

(J) **[REDACTED]**

(K) **[REDACTED]**

(L) **[REDACTED]**

(M) [REDACTED]

(N) [REDACTED]

(O) [REDACTED]

(P) [REDACTED]

(Q) [REDACTED]

(R) [REDACTED]

(S) [REDACTED]

(T) [REDACTED]

[REDACTED]

2.10.2 [REDACTED]

2.10.3 [REDACTED]

Milestone Pre-requisites

2.10.4 A P4A-type Milestone cannot be Achieved unless and until the following Milestones have been Achieved:

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

[REDACTED]

2.10.5 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(D) [REDACTED]

2.10.6 [REDACTED] Complete for (x)% of Premises in the Intervention Area) Milestone.

2.11 Milestone P4B (Detailed Design Complete for Prioritised Strategic Community Points)

2.11.1 There shall be three (3) (P4B-M1) Milestones (Strategic Community Points) as follows:

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

[REDACTED]

2.11.2 [REDACTED]

2.11.3 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

[REDACTED]

2.11.4 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(D) [REDACTED]

(E) [REDACTED]

(F) [REDACTED]

(G) [REDACTED]

(H) [REDACTED]

[REDACTED]

2.11.5 [REDACTED]

[REDACTED]

2.11.6 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(D) [REDACTED]

(E) [REDACTED]

(F) [REDACTED]

(G) [REDACTED]

(H) [REDACTED]

(I) [REDACTED]

2.12 Milestone P4B (Network Deployment Complete for Prioritised Strategic Community Points)

2.12.1 There shall be three (3) (P4B-M2) Milestones (Strategic Community Points) as follows:

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

[REDACTED]

2.12.2 [REDACTED]

2.12.3 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(D) [REDACTED]

(E) [REDACTED]

(F) [REDACTED]

(G) [REDACTED]

(H) [REDACTED]

(I) [REDACTED]

(J) [REDACTED]

(K) [REDACTED]

[REDACTED]

2.12.4 [REDACTED]

[REDACTED]

2.12.5 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

- 2.12.6 [REDACTED]
- 2.12.7 [REDACTED]
 - (A) [REDACTED]
 - (B) [REDACTED]
- 2.12.8 [REDACTED]
- 2.12.9 [REDACTED]
- 2.12.10 [REDACTED]
- 2.12.11 [REDACTED]
- 2.12.12 [REDACTED]
- 2.12.13 [REDACTED]
- 2.12.14 [REDACTED]

2.13 P4C Milestone (Premises Passed for (x)% of Premises in the Intervention Area)

- 2.13.1 There shall be twenty eight (28) P4C Milestones (Premises Passed for (x)% of Premises in the Intervention Area) as follows (where each of the P4C.XX Milestones (Premises Passed for XX% of the Intervention Area) shall be

Achieved within the timeframes applicable to each and as set out in the Wholesale Product & Coverage Template):

- (A) [REDACTED]
- (B) [REDACTED]
- (C) [REDACTED]
- (D) [REDACTED]
- (E) [REDACTED]
- (F) [REDACTED]
- (G) [REDACTED]
- (H) [REDACTED]
- (I) [REDACTED]
- (J) [REDACTED]
- (K) [REDACTED]
- (L) [REDACTED]
- (M) [REDACTED]
- (N) [REDACTED]
- (O) [REDACTED]
- (P) [REDACTED]
- (Q) [REDACTED]
- (R) [REDACTED]
- (S) [REDACTED]
- (T) [REDACTED]
- (U) [REDACTED]
- (V) [REDACTED]
- (W) [REDACTED]
- (X) [REDACTED]
- (Y) [REDACTED]
- (Z) [REDACTED]

(AA) [REDACTED]

(BB) [REDACTED]

[REDACTED]

2.13.2 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

[REDACTED]

Milestone Pre-requisites

2.13.3 A P4C-type Milestone cannot be Achieved unless and until the following Milestones have been Achieved:

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(D) [REDACTED]

[REDACTED]

2.13.4 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(D) [REDACTED]

(E) [REDACTED]

2.13.5 [REDACTED]

2.14 Milestone P5 (Wholesale Products)

2.14.1 There shall be two (2) Availability of P5 Milestones (Wholesale Product) as follows:

(A) [REDACTED]

(B) [REDACTED]

[REDACTED]

2.14.2 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

[REDACTED]

2.14.3 [REDACTED]

2.14.4 [REDACTED]

[REDACTED]

2.14.5 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

2.14.6 [REDACTED]

2.15 P6 Milestone (Premises Connected in Intervention Area)

2.15.1 There shall be up to 469¹ Premises Connected P6 Milestones (Premises Connected in Intervention Area) as follows:

(A) [REDACTED]

[REDACTED]

2.15.2 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(D) [REDACTED]

(E) [REDACTED]

Milestone Pre-requisites

2.15.3 A P6 Milestone (Premises Connected in Intervention Area) cannot be Achieved unless and until the following Milestone has been Achieved:

(A) [REDACTED]

[REDACTED]

2.15.4 [REDACTED]

2.15.5 [REDACTED]

Up to date as at 7 January 2022
Schedule 2.3 (Deployment Requirements): Redacted Version

ANNEX 1 (P1A.1 OE ELEMENTS)

The table below sets out the relevant Paragraphs of Schedule 2.1 (Technical Specification) which together list the requirements of the P1A.1 OE.

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

ANNEX 2 (P1A.2 OE ELEMENTS)

The table below sets out the relevant Paragraphs of Schedule 2.1 (Technical Specification) which together list the requirements of PA1.2 OE.

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

APPENDIX 4 (CRITERIA FOR PREMISES PASSED)

1 CRITERIA FOR PREMISES PASSED

1.1 NBPco shall demonstrate that Premises are Passed in accordance with the following procedure:

1.1.1 Premises in a Deployment Area other **[REDACTED]** will be deemed Passed when the Wholesale Products are available to be Connected within the timeframes and PIs set out or referred to in Appendix 1 (Performance Level Requirements) of Schedule 2.4 (Operational Performance) and the Demand Stimulation requirements in Schedule 2.6 (Communications, Demand Stimulation and Brand Plan) have been met.

1.1.2 When NBPco considers that all the Premises in a Deployment Area are Passed **[REDACTED]** NBPco shall, using the Secure Portal, provide the Independent Certifier and the Minister a link to a map of the Premises Passed (the “**Premises Passed Map**”) identifying the Deployment Area and all of the Premises Passed in that Deployment Area. The Premises Passed Map shall illustrate the locations of installed equipment, coverage and the parameters and set of defined assumptions that NBPco has used to demonstrate this coverage including, but not limited to:

- (A) national grid Reference of site;
- (B) antenna height (where relevant);
- (C) signal strength (where relevant);
- (D) azimuths (where relevant);
- (E) output powers (where relevant);
- (F) national grid reference of locations of buildings served by copper or fibre (where relevant);
- (G) routes of copper and/or fibre optic cables (where relevant);
- (H) number of active lines per exchange or aggregation point (where relevant);
- (I) number of active lines capable of supporting the Wholesale Products (where relevant);
- (J) exchange boundaries (where relevant);
- (K) backhaul; and
- (L) location of relevant PoH.

1.1.3 The Premises Passed Map and assumptions are subject to validation and approval by the Minister through a process of theoretical modelling, which is described in Paragraph 1.1.5 (Criteria for Premises Passed) below. The Independent Certifier shall approve or reject the Premises Passed Map

(including as part of assessing the Milestone Achievement Report for the relevant M1 Milestone) in accordance with Paragraph 10.2.15 (Milestone Achievement and Testing - Requirements) of this Schedule 2.3 (Deployment Requirements), giving reasons.

- 1.1.4 The Minister may measure the actual coverage parameters to validate and/or amend any assumptions used by NBPco. Any assumptions that the Minister deems to be invalid shall result in a recalculation of coverage and an adjustment to the overall figure of Premises Passed. NBPco shall be required to remedy any reduction of Premises Passed in order to comply with its obligations under this Agreement. In the case of adjustments of more than one per cent (1%) of Premises Passed measured against the total number of Premises in that specific Deployment Area, the Minister may require a recalculation of Subsidy Payments due and correction of any under or over-payment.
- 1.1.5 Theoretical models (the “**Theoretical Network Model**”) will be agreed between NBPco and the Minister before the Independent Certifier’s assessment of coverage is made. The theoretical models will in the first instance be based on the model or models set out in Schedule 3.3 (NBPco Solution – Deployment). The theoretical models shall include, but will not be limited to, the following considerations:
- (A) Assumptions and propagation model (for wireless technologies) will be reviewed and agreed having regard to the actual coverage achieved.
 - (B) Link budget (for wireless technologies) and/or transmission loss calculations (for wired technologies) will be reviewed and agreed having regard to the actual coverage achieved.
 - (C) Assumptions around the maximum length of lines that will deliver the Wholesale Products.
 - (D) Assumptions on the number of fixed lines that fail for line quality reasons.
 - (E) The predicted coverage (using assumptions, propagation model, link budgets, path loss calculations etc., as appropriate) will be compared to performance against Performance Levels measured from a small number of pilot sites, exchanges or traffic aggregation points to ensure the theoretical model accurately models the actual situation on the ground.
 - (F) The theoretical model will be reviewed in light of actual measurements and adjusted to take account of these measurements.
- 1.1.6 At any time during the Contract Period, the Minister may implement a programme of random testing to confirm coverage of Premises Passed, and to validate theoretical models. NBPco shall provide any requested assistance to

the Minister in this regard. Random testing may include, but will not be limited to:

- (A) field strength measurements and surveys;
- (B) witnessing line testing;
- (C) visits to and testing at Premises that have been Connected;
- (D) other technology-specific tests agreed between the Independent Certifier and/or the Minister and NBPco.

APPENDIX 5 (FORM OF INDEPENDENT TESTER APPOINTMENT)

DATED [_____]

(1) **[MINISTER]**

(2) **[NBPCO]**

(3) **[INDEPENDENT CERTIFIER]**

INDEPENDENT CERTIFIER CONTRACT

This Agreement is dated [•] day [•] of 20____.

PARTIES

- (1) **THE MINISTER FOR COMMUNICATIONS, CLIMATE ACTION AND ENVIRONMENT** of, 29 to 31 Adelaide Rd, Dublin 2, Ireland (“**Minister**”);
- (2) **[FULL NAME OF NBPCO]** a company registered in Ireland with number [•] whose registered office is at [•] (“**NBPco**”), and
- (3) **[INDEPENDENT CERTIFIER]** (the “**Independent Certifier**”);

WHEREAS:

- (A) NBPco and the Minister have entered into an agreement to appoint NBPco to provide the Services, Wholesale Products and the Network in the Intervention Area (the “**Project**”) in accordance with the terms and conditions of the agreement (the “**Project Agreement**”).
- (B) The Independent Certifier is an independent adviser willing to provide services to NBPco and the Minister.
- (C) NBPco and the Minister have jointly agreed under the Project Agreement to engage the Independent Certifier to carry out the duties and obligations ascribed to the Independent Certifier in the Project Agreement upon the terms of this Agreement.

IT IS AGREED as follows:

1 INTERPRETATION

- 1.1 Unless the context otherwise requires, words and expressions defined in the Project Agreement have the same meanings in this Agreement as in the Project Agreement.
- 1.2 The headings in this Agreement do not affect its interpretation.
- 1.3 Unless the context otherwise requires, all references to Paragraphs and Schedules are references to Paragraphs of and Schedules to this Agreement.

2 APPOINTMENT

- 2.1 NBPco and the Minister jointly appoint the Independent Certifier to perform the obligations and tasks which are set out in this Agreement, including in Appendix 1, upon the terms and conditions set out in this Agreement.
- 2.2 The Independent Certifier will provide the services under Paragraph 2.1 (the “**Services**”) independently, fairly and impartially to and as between NBPco and the Minister in relation

to the Project Agreement at such times and at such locations as set out in this Agreement or as the Parties shall agree from time to time.

- 2.2.1 The Independent Certifier owes the Minister and NBPco a duty of care in respect of its obligations under this Agreement.
- 2.2.2 Whilst the Independent Certifier may take account of any representations made by NBPco and the Minister, the Independent Certifier will not be bound to comply with any representations made by either of them in connection with any matter on which the Independent Certifier is required to exercise his professional judgement.

2.3 Additional Services

- 2.3.1 The Independent Certifier will carry out and perform any additional and/or varied services required for the implementation of the Project reasonably required by the Minister and NBPco which are not included in, or which are omitted from, the Services (the "**Additional Services**").
- 2.3.2 If the Independent Certifier will at any time be required to perform Additional Services, it will give to the Minister and NBPco a written estimate of the cost thereof (taking into account any increase or reduction in work or other expense which might also occur as a result of the circumstances giving rise to the Additional Services).
- 2.3.3 Where a change to the Project occurs pursuant to the terms of the Project Agreement (whether by virtue of a Delay, Change or otherwise) which may materially impact on the Services or otherwise on the Independent Certifier, the Minister and NBPco will promptly notify the Independent Certifier of such change. The Independent Certifier will, within fifteen (15) Working Days of receiving such notification, notify the Minister and NBPco of the impact of such change, if any, on the Services, including whether such change gives rise to any Additional Services and the provisions of this Paragraph 2.3 will apply accordingly.
- 2.3.4 If the Independent Certifier is required to perform Additional Services then, before commencing such Additional Services, and unless otherwise agreed with

the Minister and NBPco, the Minister and NBPco may direct that such Additional Services be performed:

- a) For the amount specified in the written estimate given under Paragraph 2.3.2;
- b) Such other amount as is agreed among the Minister, NBPco and the Independent Certifier; or
- c) In accordance with the daily rates for personnel which are set out in Appendix 2 Part 2 of this Agreement.

2.3.5 The fee for the Additional Services will be paid jointly by NBPco and the Minister and will be paid monthly in arrears.

2.4 The Independent Certifier will promptly and efficiently provide the Services and the Additional Services:

2.4.1 with the reasonable care, skill and diligence to be expected of a properly qualified and competent professional adviser who has held itself out as competent and experienced in rendering such services for projects of a similar size, nature, scope and complexity to the Project; and

2.4.2 in accordance with all applicable Laws, Best Industry Practice and the Service Requirements.

2.5 All instructions to the Independent Certifier must be given in writing, signed by both the Minister and the NBPco Representative and, for the avoidance of doubt, the Independent Certifier will not act in accordance with any instructions given to him by either the Minister or NBPco (or any other person) not given in accordance with the provisions of this Paragraph 2.5.

2.6 The Independent Certifier shall comply with all reasonable instructions given to it by the Minister and NBPco pursuant to Paragraph 2.5 except to the extent that the Independent Certifier reasonably considers that any such instructions prejudice or might prejudice the exercise by the Independent Certifier of its professional judgement in accordance with Paragraphs 2.2 and 2.4 above. The Independent Certifier shall promptly confirm in writing to the Minister and NBPco whether or not it shall comply with any such instruction setting out the grounds upon which the decision is made.

2.7 The Minister and NBPco agree to co-operate with and provide reasonable assistance to the Independent Certifier to familiarise the Independent Certifier with all necessary aspects of the Project to enable the Independent Certifier to carry out its obligations under this Agreement.

2.8 The Independent Certifier will be deemed to have full knowledge of the provisions of the Project Agreement and the Key Subcontracts such as relates to the Services and any Additional Services and will be deemed to be aware of, and to have taken full account of, all the undertakings and warranties, both expressed and implied, on the part of NBPco and the Minister which are set out in the Project Agreement provided always that true and accurate copies of the same have been delivered to the Independent Certifier.

2.9 Subject to Paragraph 2.10, the Independent Certifier will use the following partners, directors or employees: [insert names of individuals] in connection with the performance of the Services and any Additional Services and such persons' services will be available

when necessary and for so long as may be necessary to ensure the proper performance by the Independent Certifier of the Services and any Additional Services. Such persons will have full authority to act on behalf of the Independent Certifier for all purposes in connection with the Services and any Additional Services.

- 2.10 The Independent Certifier may by written notice to the Minister and NBPco replace the staff identified in Paragraph 2.9 taking into account the need for liaison, continuity, level of qualification and availability of personnel in respect of the Project. Such replacement will be subject to approval in writing by NBPco and the Minister (such approval not to be unreasonably withheld or delayed).

3 DURATION

- 3.1 The Services will commence on the date of this Agreement and will terminate on the date that the last of the Services to be provided under this Agreement has been carried out by the Independent Certifier.
- 3.2 The Parties hereby agree that this Agreement governs all of the Services and any Additional Services provided by the Independent Certifier in relation to the Project whether before or after the date hereof.

4 FEE

- 4.1 NBPco will pay to the Independent Certifier a fee of [●] for the Services provided in relation to the Project Agreement. The fee is exclusive of VAT and inclusive of disbursements. The Independent Certifier will issue an invoice to NBPco on a monthly basis in accordance with Appendix 2 Part 1. The date on which the invoice is received by NBPco will constitute the due date. The final date for payment by NBPco will be thirty (30) days after receipt of the Independent Certifier's invoice.
- 4.2 Not later than [●] Working Days after the due date ascertained in accordance with Paragraph 4.1, NBPco may give written notice to the Independent Certifier stating the amount which NBPco proposes to pay and the basis on which the amount is calculated.
- 4.3 Where NBPco intends to withhold payment of any amount stated in the invoice, NBPco and the Minister will give written notice to the Independent Certifier not later than [●] Working Days before the final date for payment pursuant to Paragraph 4.1. The notice will state the amount to be withheld and the ground or grounds for withholding the payment, and if there is more than one ground, the notice will identify the amount attributable to each ground.
- 4.4 If NBPco fails to pay the Independent Certifier any sum payable under this Agreement by its due date, the Independent Certifier is entitled to charge interest to NBPco (and NBPco shall pay such interest when making the relevant payment due) at the rate from time to time specified in the European Communities (Late Payment in Commercial Transactions) Regulations 2012 on the undisputed amount of the delayed payment for the period of delay, accruing on a daily basis from (and including) the due date up to (but excluding) the date of actual payment, whether before or after judgment.
- 4.5 If NBPco fails to pay the amounts properly due pursuant to these provisions and no notice to withhold the payment has been given pursuant to Paragraph 4.3, the Independent Certifier may suspend performance of any or all of the Services. This right is subject to the Independent Certifier first giving NBPco and the Minister not less than twenty (20)

Working Days' notice in writing of such intention stating the grounds for suspension. The right to suspend performance will cease when NBPco pays the amount properly due.

- 4.6 Without prejudice to Paragraph 2.5, neither the Minister nor NBPco will issue instructions or do anything which does or is reasonably likely materially to increase the fees payable to the Independent Certifier without the prior approval of the other (such approval not to be unreasonably withheld or delayed).
- 4.7 As soon as the Independent Certifier becomes aware of the same and before acting on the same the Independent Certifier will inform the Minister and NBPco of any instructions given to him pursuant to Paragraph 2.5 which will or could reasonably be expected to increase the fees payable to the Independent Certifier under the terms of this Agreement. The Independent Certifier will, if requested by either NBPco or the Minister, provide both the Minister and NBPco with a detailed estimate of the increase in the fees payable to it if it carries out such instructions. The estimate of increased fees will be based upon the rates contained in Appendix 2, Part 2.
- 4.8 For the avoidance of doubt, the Minister will not have any liability or responsibility to discharge in whole or in part, the Independent Certifier's fee for the Services. The obligations of NBPco and the Minister to pay the Independent Certifier for any Additional Services in accordance with Paragraph 2.3.5 will be several on a 50% 50% basis and not joint.

5 LIMITATIONS ON AUTHORITY

- 5.1 The Independent Certifier will not:
- 5.1.1 make or purport to make any alteration or addition to or omission from the Service Requirements, the Network, Wholesale Products and Services (including, without limitation, the setting of performance standards) or issue any instruction or direction to any contractor or professional consultant employed or engaged in connection with the Project; or
- 5.1.2 (unless both NBPco and the Minister consent in writing) consent or agree to any waiver or release of any obligation of NBPco or the Minister under the Project Agreement or of any contractor or professional consultant employed or engaged in connection with the Project.
- 5.2 For the avoidance of doubt, the Independent Certifier will not express an opinion on and will not interfere with or give any advice, opinion or make any representation in relation to any matters which are beyond its role and responsibilities under this Agreement.

6 TERMINATION

- 6.1 NBPco and the Minister may by joint notice in writing (a "**Joint Notice**") immediately terminate this Agreement if the Independent Certifier:
- 6.1.1 is in breach of any of the terms of this Agreement which, in the case of a breach capable of remedy, has not been remedied by the Independent Certifier within

fifteen (15) Working Days of receipt by the Independent Certifier of a Joint Notice specifying the breach and requiring its remedy;

6.1.2 is incompetent, guilty of gross misconduct and/or any material failure, negligence or delay in the provision of the Services and/or its other duties under this Agreement;

6.1.3 fails or refuses after written warning to provide the Services or any Additional Services and/or its other duties under this Agreement reasonably and as properly required of him; or

6.1.4 suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or becomes insolvent, ceases to carry on its business, has a receiver, examiner, liquidator, administrative receiver, administrator, trustee in bankruptcy or other similar officer appointed over the whole or part of its assets, or an order is made or a resolution is passed for the winding up of the Independent Certifier (save for a solvent winding up as part of a bona fide reconstruction or amalgamation, the terms of which are approved in advance by NBPco and the Minister) or if an administration order is made in respect of the Independent Certifier (or documents for the appointment of an administrator in respect of Independent Certifier are filed with any court) or if it makes an arrangement or assignment for the benefit of its creditors or if any analogous event to any of the foregoing occurs in respect of Independent Certifier.

6.2 If the Project Agreement is rescinded, terminated or repudiated for any reason and, notwithstanding that the validity of such rescission, termination or repudiation may be disputed, this Agreement may be terminated by Joint Notice and with immediate effect.

6.3 Following any termination of this Agreement, but subject to the right of NBPco and the Minister to any set-off, withholding or deductions which NBPco or the Minister may be entitled properly to make as a result of any breach of this Agreement by the Independent Certifier, the Independent Certifier will be entitled to be paid in full and final settlement of any valid claim which the Independent Certifier may have in consequence thereof, any fees due under Paragraph 4 above in respect of the Services carried out in accordance with this Agreement prior to the date of termination. For the avoidance of doubt, neither NBPco nor the Minister will be liable to the Independent Certifier for any loss of profits loss of contracts, loss of goodwill, loss of business opportunity or anticipated saving suffered or incurred by that party or for any other or consequential losses as a result of the termination of this Agreement.

6.4 If this Agreement is terminated in accordance with Paragraph 6.1, NBPco and the Minister will use reasonable endeavours to engage an alternative Independent Certifier within twenty (20) Working Days, subject to applicable Law. If within such period NBPco and the Minister are unable to procure the appointment of an alternative Independent Certifier on reasonable commercial terms, the Independent Certifier will pay to NBPco and/or the Minister, as the case may be, any reasonable incremental loss, damage or extra costs suffered by each of them as a result thereof.

6.5 If NBPco fails to make a payment of any undisputed sum to the Independent Certifier within thirty (30) Working Days of the expiry of any notice issued pursuant to Paragraph 4.5 in respect of such sum, the Independent Certifier may issue a further written notice to the Minister and NBPco specifying that the payment remains outstanding (the “**Second Notice**”) and if payment is not made within thirty (30) Working Days of receipt of the Second Notice the Independent Certifier may issue a further written notice terminating this

Agreement with immediate effect. Following such termination, the Independent Certifier will be entitled to be paid in accordance with Paragraph 6.3.

- 6.6 Termination of this Agreement will be without prejudice to any accrued rights and obligations under this Agreement as at the date of termination (including the right of NBPCo and the Minister to recover damages from the Independent Certifier).
- 6.7 Termination of this Agreement will not affect the continuing rights and obligations of NBPCo, the Minister and the Independent Certifier under Paragraphs 5 (Limitations on Authority), 7 (Confidential Information and Copyright), 8 (Professional Indemnity Insurance), 17 (Dispute Resolution Procedure) and this Paragraph or under any other Paragraph which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination.

7 CONFIDENTIAL INFORMATION AND COPYRIGHT

- 7.1 The Independent Certifier will treat as secret and confidential and will not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any unpublished information relating to NBPCo's or the Minister's technology or other know-how business plans or finances or any such information relating to a subsidiary, supplier, customer or client of NBPCo or the Minister where the information was received during the period of this Agreement except as may be reasonably necessary in the performance of the Services and any Additional Services. Upon termination of this Agreement for whatever reasons the Independent Certifier will deliver up to NBPCo and the Minister all data, memoranda, notes and any other material and copies provided to or prepared by him pursuant to this Agreement.
- 7.2 The obligation to maintain confidentiality does not apply to any information or material to the extent that the Independent Certifier is compelled to disclose any such information or material by Law or any Legal Requirements.
- 7.3 The copyright in all reports, and other documents produced by the Independent Certifier in connection with the Project will remain vested in the Independent Certifier but the Independent Certifier hereby grants to NBPCo and Minister and their nominees with full title guarantee a non-exclusive irrevocable royalty free licence to copy and use such reports, and other documents and to reproduce the information contained in them for any purpose related to the Project. Such licence will include a licence to grant sub-licences and to transfer the same to third parties.
- 7.4 The Independent Certifier will not be liable for use by any person of the documents, (including reports, details, plans, specifications, schedules, computer programs, software, consents and any other papers, works, reports and inventions produced by the Independent Certifier) for any purpose other than that for which the same were prepared by or on behalf of the Independent Certifier.

8 PROFESSIONAL INDEMNITY INSURANCE

- 8.1 Without prejudice to its obligations under this Agreement, or otherwise at Law, the Independent Certifier will maintain professional indemnity insurance with a limit of indemnity of not less than [●] for any one claim in respect of any neglect, error or omission on the Independent Certifier's part in the performance of its obligations under this

Agreement for the period commencing on the date of this Agreement and expiring 12 years after completion of the Services.

8.2 The Independent Certifier will provide on request, to both the Minister and NBPco:

8.2.1 copies of its insurance policies; and

8.2.2 evidence that the premiums payable thereunder have been paid.

8.3 The Independent Certifier will maintain such insurance with reputable insurers carrying on business in the European Union.

8.4 The Independent Certifier hereby represents and warrants that all insurance policies required in order to carry out the Services and any Additional Services in respect of the Project are in full force and effect.

8.5 The Independent Certifier will, prior to commencing the provision of the Services and as soon as reasonably practicable following renewal dates, produce for inspection by NBPco and the Minister documentary evidence that such insurance is being properly maintained.

8.6 The above obligations in respect of professional indemnity insurance will continue notwithstanding termination of this Agreement for any reason whatsoever, including (without limitation) breach by NBPco and the Minister.

9 LIMITATION OF LIABILITY

9.1 With the exception of liability for death, personal injury and/or any other liability that cannot lawfully be excluded or limited, the Independent Certifier's maximum liability to all Parties, under or in connection with this Agreement, whether in contract or in tort, or for breach of statutory duty is limited to €[●] million.

9.2 No action or proceedings under or in connection with this Agreement will be commenced against the Independent Certifier after the expiry of twelve years from the completion of the Services.

10 NOTICES

10.1 Wherever in this Agreement provision is made for the giving or issuing of any notice, submission, endorsement, consent, approval, acknowledgement, certificate or determination by any person or for a person to specify something (a "**Notice**"), unless otherwise specified, such Notice shall be in writing and the words "notify", "endorsed",

“consent”, “approve”, “acknowledge”, “certify”, “specify” or “determined” are construed accordingly.

- 10.2 Any Notice issued by the Independent Certifier under this Agreement which requires a response from the Minister or NBPco within a particular period of time (pursuant to the provisions of this Agreement) shall expressly specify the particular period.
- 10.3 Where this Agreement contemplates the service of any Notice to the Minister, such Notice must be delivered by the Independent Certifier to the Minister itself with a copy to the Minister’s Representative.
- 10.4 The following table sets out the method by which Notice may be served under this Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Email	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error (as distinct from out of office) message.
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Pre-paid recorded delivery or pre-paid registered post, providing next Working Day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

- 10.5 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of Notices under this Agreement:

	Minister	NBPco	Independent Certifier
Attention			
Address			
Email			

	Minister's Representative	NBPco's Representative
Name		
Address		
Email		

- 10.6 Termination Notices may only be served as an attachment to an email if the original Termination Notice is then sent no later than the next Working Day to the recipient by personal delivery or recorded delivery in the manner set out in the table in Paragraph 10.4.
- 10.7 Failure to send any original Notice by personal delivery or recorded delivery in accordance with Paragraph 10.4 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such Notice shall be the deemed time of delivery of the original notice sent by personal delivery or recorded delivery post (as set out in the table in Paragraph 10.4) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the Notice.
- 10.8 This Paragraph 10 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, other method of dispute resolution (other than the service of a Notice of Dispute under Schedule 6.3 (Dispute Resolution Procedure) of the Project Agreement.

11 ASSIGNMENT

- 11.1 The Independent Certifier will not assign or transfer any of its rights or obligations under this Agreement or sub-contract the whole or any part of the Services or any Additional Services.
- 11.2 Neither NBPco nor the Minister will be entitled to assign or transfer any of their respective rights or obligations under this Agreement save that the Parties hereby consent to any such assignment or transfer which is contemporaneous to the assignment or transfer of the Project Agreement in accordance with the terms of the Project Agreement and is made to the same assignee or transferee. In the event that the Project Agreement is novated to a third party, the term "Project Agreement" will include any replacement contract arising from such novation.
- 11.3 The Independent Certifier will not be entitled to contend that any person to whom this Agreement is assigned or transferred in accordance with Paragraph 11.2 is precluded from recovering under this Agreement any loss incurred by such assignee resulting from any breach of this Agreement (whenever happening) by reason that such person is an assignee and not a named promisee under this Agreement.

12 CUMULATIVE RIGHTS AND ENFORCEMENT

- 12.1 Any rights and remedies provided for in this Agreement whether in favour of NBPco or the Minister or the Independent Certifier are cumulative and in addition to any further rights or remedies which may otherwise be available to the Parties.
- 12.2 The duties and obligations of the Independent Certifier arising under or in connection with this Agreement are owed to NBPco and the Minister both jointly and severally and NBPco

and the Minister may accordingly enforce the provisions hereof and pursue their respective rights hereunder in their own name, whether separately or with each other.

- 12.3 NBPco and the Minister covenant with each other that they will not waive any rights, remedies or entitlements or take any other action under this Agreement which would or might reasonably be expected to adversely affect the rights, remedies or entitlements of the other without the other's prior written consent, such consent not to be unreasonably withheld or delayed.

13 WAIVER

The failure of any Party at any one time to enforce any provision of this Agreement will in no way affect its right thereafter to require complete performance by any other Party, nor will the waiver of any breach or any provision be taken or held to be a waiver of any subsequent breach of any provision or be a waiver of the provision itself.

14 SEVERABILITY

- 14.1 Each of the provisions of this Agreement is severable and distinct from the others.

- 14.2 If at any time one or more of any provisions of the Agreement is or becomes invalid, illegal or unenforceable, then such provisions may be severed by the relevant court or competent authority from the remainder of the Agreement which will remain in full force and effect to the fullest extent permitted by Law and the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be limited, affected or impaired by such.

- 14.3 The Parties agree, in the circumstances referred to in Paragraph 14.2, to meet in good faith using all reasonable endeavours to agree a substitute provision for any invalid or unenforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties under any invalid or unenforceable provision of this Agreement shall be suspended until such time as the Parties reach agreement on a relevant substitute provision. This Paragraph 14.3 shall apply only to the extent that the express provisions of this Agreement do not otherwise address the Parties' obligations in circumstances where any of the provisions of this Agreement become illegal, invalid or unenforceable.

15 COUNTERPARTS

This Agreement is effective only upon it being executed and delivered by or on behalf of each Party. This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which when executed and delivered

constitute an original; all such counterparts together constituting but one and the same instrument.

16 VARIATION

A variation of this Agreement is valid only if it is in writing and signed by or on behalf of each Party.

17 DISPUTE RESOLUTION PROCEDURE

17.1 All disputes will be resolved in accordance with terms equivalent (*mutatis mutandis*) to the Dispute Resolution Procedure as set out in the Project Agreement.

17.2 NBPco, the Minister and the Independent Certifier will co-operate to facilitate the proper, just, economical and expeditious resolution of any and all such disputes which arise under this Agreement.

18 GOVERNING LAW AND JURISDICTION

This Agreement will be governed by and construed in accordance with the laws of Ireland and the Parties hereby submit to the exclusive jurisdiction of the courts of Ireland.

Appendix 1

Scope of Services - Independent Certifier Contract

The Independent Certifier will perform the role of Independent Certifier as referred to in Paragraph 10 (Milestone Achievement and Testing - Requirements) of Schedule 2.3 (Deployment Requirements) of the Project Agreement, by providing the following scope of Services:

1. MONTHLY REPORT AND COMPLETION CERTIFICATION

The Independent Certifier will:

- 1.1 During the Deployment Period, provide the Minister and NBPco with a monthly report on the activities carried out by the Independent Certifier.
- 1.2 Within [●] days of the date of this Agreement, review and provide the Minister and NBPco with observations on the Test Strategy (set out in Paragraph 10.3 (Requirements – Testing) of Schedule 2.3 (Deployment Requirements)) and Criteria for Premises Passed (as set out in Appendix 4 of Schedule 2.3 (Deployment Requirements)) including but not limited to the Premises Passed Map and the Theoretical Network Model assumptions.
- 1.3 During the Deployment Period, annually and/or within ten (10) days of receiving an updated or changed Test Strategy and/or the Criteria for Premises Passed, provide the Minister and NBPco with observations on the updated or changed Test Strategy and/or Criteria for Premises Passed.
- 1.4 Determine whether any relevant Milestone is complete in accordance with Appendix 3 (Milestone Achievement Criteria) of Schedule 2.3 (Deployment Requirements) of the Project Agreement and either:
 - (A) issue the Milestone Achievement Certificate where the Independent Certifier determines that the Milestone has been Achieved; or
 - (B) notify the Minister and NBPco in accordance with Paragraph 10.2.16 (Milestone Achievement and Testing - Requirements) of Schedule 2.3 (Deployment Requirements) of the Project Agreement where the Independent Certifier determines that the relevant Milestone has not been Achieved.
- 1.5 Certify the Milestone Achievement Date and issue a Milestone Achievement Certificate in the form as set out in Appendix 3 in accordance with the Project Agreement.

And in order to enable the Independent Certifier to discharge these primary functions which are to be performed independently, fairly and impartially to and as between NBPco and the Minister, the Independent Certifier will discharge the further duties described below.

2. **General**

The Independent Certifier will:

- 2.1 Familiarise itself with the Project Agreement (including the Service Requirements and any Changes issued from time to time and any other relevant documentation or information referred to in the Project Agreement and the Key Subcontracts to the extent necessary to be in a position to carry out the Services in accordance with the terms of the Project Agreement and this Agreement).
- 2.2 Following notification by NBPco, pursuant to Paragraph 10 (Milestone Achievement and Testing - Requirements) of Schedule 2.3 (Deployment Requirements) of the Project Agreement, inspect and comment as required on the relevant Milestone as required by the Implementation Programme or Project Plan.

3. **Participation in Dispute Resolution**

As and when required by the Minister or NBPco, the Independent Certifier will participate in the Dispute Resolution Procedure of the Project Agreement (as such term is defined in the Project Agreement) to the extent that issues under the Project Agreement which have been referred to the said Dispute Resolution Procedure relate to the Independent Certifier's other obligations and tasks as set out in this Appendix 1 and this Agreement.

Appendix 2

Part 1

Schedule of Drawdown of Fees

Appendix 2

Part 2

Schedule of Daily Rates

[individual rates can be inserted here]

Appendix 3

FORM OF MILESTONE ACHIEVEMENT CERTIFICATE

[On Independent Certifier letterhead]

MILESTONE ACHIEVEMENT CERTIFICATE for [Milestone for example M1, M2, P1 etc]

Certificate No.	Deployment Area (for M1 or M2 Milestones):
------------------------	---

We refer to the agreement between NBPCo and DCCAЕ (the "**Project Agreement**"). Terms used in this certification have the meanings given to them in the Project Agreement unless stated otherwise in the applicable schedule to the Project Agreement.

This is a Milestone Achievement Certificate.

We confirm that, in respect of this Milestone

- (a) all Milestone Achievement Criteria as set out in Appendix 3 (Milestone Achievement Criteria) of Schedule 2.3 (Deployment Requirements) of the Project Agreement for the Milestone have been met;
- (b) the Milestone Achievement Report and supporting evidence as set out in Appendix 3 (Milestone Achievement Criteria) of Schedule 2.3 (Deployment Requirements) of the Project Agreement for the Milestone have been provided and are accessible through the Secure Portal in accordance with Paragraphs 1.5 to 1.10 of Appendix 3 (Milestone Achievement Criteria) of Schedule 2.3 (Deployment Requirement) of the Project Agreement.

Signed on behalf of [insert entity] acting in its capacity as the Independent Certifier.

Signed.....

Name (print).....

Date.....

IN WITNESS of which the Minister, NBPCo and the Independent Certifier have executed and delivered this Agreement as a deed on the date first written above.

GIVEN under the common seal of
[NBPCO]
and delivered as a deed

{COMMON SEAL}

Witness Signature

Signature of **[Director/Registered Person]**

Print Name

Print Name

Print Address

Witness Occupation

Witness Signature

Signature of **[Director/Secretary]**

Print Name

Print Name

Print Address

Witness Occupation

GIVEN under the common seal of
**THE MINISTER FOR
COMMUNICATIONS, CLIMATE
ACTION AND ENVIRONMENT**
(acting by [insert], a person duly
authorised pursuant to section 15(4) of
the Ministers and Secretaries Act
1924) and delivered as a deed

{COMMON SEAL}

Witness Signature

Signature of [insert]

Print Name

Print Name

Print Address

Witness Occupation

GIVEN under the common seal of
[INDEPENDENT CERTIFIER]
and delivered as a deed

{COMMON SEAL}

_____ Witness Signature	_____ Signature of [Director/Registered Person]
_____ Print Name	_____ Print Name
_____ Print Address	
_____ Witness Occupation	
_____ Witness Signature	_____ Signature of [Director/Secretary]
_____ Print Name	_____ Print Name
_____ Print Address	
_____ Witness Occupation	
_____	_____

APPENDIX 6 (ROLLOUT AREAS)

Part 1 (Table mapping 110 Rollout Areas to 227 Deployment Areas)

Up to date as at 7 January 2022
 Schedule 2.3 (Deployment Requirements): Redacted Version

<i>LOCATION</i>	<i>Rollout Area</i>	<i>Deployment Area Unique Number Identifier</i>
LETTERKENNY	1	56
TAMNEY	1	196
BUNCRANA	2	17
ST JOHNSTON	2	195
MOVILLE	3	187
CARNDONAGH	3	21
CREESLOUGH	4	162
BUNBEG	4	16
ARRANMORE	4	152
INISHFREE ISLAND (DL)	4	700
RUTLAND ISLAND (DL)	4	702
EIGHTER ISLAND (DL)	4	703
EADARINIS ISLAND (DL)	4	704
OWEY ISLAND (DL)	4	707
TORY ISLAND (DL)	4	506
KILCAR	5	176
FINTOWN	5	169
ARDARA	5	151
PETTIGO	6	191
BALLYBOFEY/STRANORLAR	6	9
DONEGAL	6	38
BUNDORAN	7	18
BALLYSHANNON	7	10
MANORHAMILTON	7	62
CASTLEGARRON	7	207
SLIGO	8	74
DOWRA	9	165
RIVERSTOWN	9	193
DROMORE WEST	10	166
TUBBERCURRY	10	197
BALLINA	11	6
KNOCKMORE	11	181
BELMULLET	12	13
GLENAMOY	12	171
GEESALA	12	170
CARROWMORELACKEN	12	159
DOOLEEG	12	164
CASTLEBAR	13	84
ACHILL SOUND	13	150
NEWPORT (MO)	13	189
ACHILLBEG ISLAND (MO)	13	709

Up to date as at 7 January 2022

Schedule 2.3 (Deployment Requirements): Redacted Version

CLARE ISLAND (MO)	13	504
KILMEENA (MO)	13	711
CARROWHOLLY (MO)	13	712
INISHBIGGLE (MO)	13	601
KEEL	13	206
GURTEEN (SO)	14	173
KNOCK	14	55
CLOONFAD	15	161
CLAREMORRIS	15	31
MANULLA HES4	15	83
KILLADOON	16	178
LISCARNEY	16	182
BALLINROBE	16	8
MONAGHAN	17	65
EMYVALE	17	202
CARRICK-ON-SHANNON	18	23
KESHCARRIGAN	18	175
BAWNBOY	19	156
CARRIGALLEN	19	158
CAVAN	20	29
CLONES	21	33
COOTEHILL	21	35
CARRICKMACROSS	22	22
CASTLEBLAYNEY	22	27
KINGSCOURT	23	54
ARDEE	23	2
TOGHER	23	204
DUNDALK	24	41
RIVERSTOWN RVN	24	203
NAVAN	25	67
CARNAROSS	25	103
MULLINGAR	26	66
DELVIN	27	163
HILL OF DOWN	27	149
TYRRELLSPASS	27	199
DROGHEDA	28	39
MOATE	29	198
ATHLONE	30	4
CURRACHBOY	31	201
BALLYMAHON	32	154
LISMACAFFREY	32	183
KILNALECK	33	179
AUCGNACLIFFE	33	200
ELPHIN	34	168

Up to date as at 7 January 2022
Schedule 2.3 (Deployment Requirements): Redacted Version

ROOSKEY	34	194
LONGFORD	35	59
ROSCOMMON	36	70
CASTLEREA	36	160
ATHENRY	37	3
GURTEEN (GY)	37	172
NEWBRIDGE	37	188
BALLINASLOE	38	7
BANAGHER	38	11
GORT	39	47
GALWAY	40	46
BARNADERG	41	155
BELCLARE	41	157
LETTERMORE/LETTERMULLEN (GY)	42	209
INVERIN	42	174
KILKERRIN	42	177
CLIFDEN	43	32
OUGHTERARD	43	190
INISBOFIN	43	205
TURBOT ISLAND (GY)	43	705
INISHTURK (GY)	43	706
MAAM	43	184
BEHAGH	44	99
LISDOONVARNA	44	129
KILRONAN	44	180
INISHMAAN (GY)	44	503
INISHEER (GY)	44	501
KILRUSH	45	52
RAHEY CROSS	45	136
MILLTOWN MALBAY	45	132
TIERMACLANE	46	143
COROFIN	46	109
LABASHEEDA	46	127
EDENDERRY	47	44
PORTARLINGTON	47	192
PORTLAOISE	48	69
TULLAMORE	49	79
MOUNT BOLUS	49	185
MOUNTRATH	49	186
KILTIMAGH	50	53
OGONNELLOE	51	148
NEWPORT (TY)	51	135
KILLAVULLEN	52	126
FERMOY	52	45

Up to date as at 7 January 2022
 Schedule 2.3 (Deployment Requirements): Redacted Version

TALLOW	53	141
YOUGHAL	53	81
LIMERICK	54	57
FEAKLE	55	115
KILKISHEN	55	147
HOSPITAL	56	122
ADARE	56	89
WEXFORD	57	88
MONAMOLIN	58	133
BALLYCARNEY	58	94
TOMHAGGARD	59	144
FETHARD	59	116
KILKENNY	60	50
THOMASTOWN	61	76
BORRIS	61	102
CASTLECOMER	62	105
JOHNSTOWN	62	123
TRALEE	63	77
VALENTIA	64	145
CASTLEGREGORY	64	106
BALLYDAVID	64	95
BALLYHEIGUE	65	96
LISTOWEL	65	58
KILCOOLE	66	49
ENNISKERRY	67	113
REDCROSS	68	138
GLENDALOUGH	68	117
CARLOW	69	20
BALLYLINAN	70	153
BALTINGLASS	70	98
AUGHRIM	71	90
HOLLYFORT	71	121
TIPPERARY	72	87
CAHIR	73	19
CASHEL	73	26
MITCHELSTOWN	74	64
CHARLEVILLE	74	30
KILLARNEY	75	51
RATHMORE	76	137
KANTURK	76	48
MEELIN	77	131
NEWCASTLE WEST	77	68
LAURAGH	78	128
EYERIES	78	114

Up to date as at 7 January 2022

Schedule 2.3 (Deployment Requirements): Redacted Version

KILGARVAN	78	125
DURSEY ISLAND (CK)	78	708
BERE ISLAND (CK)	78	500
BANTRY	79	12
KILCROHANE	79	118
BALLINGEARY	80	93
CARRIGANIMMY	80	104
WATERVILLE	81	146
GLENCAR	82	100
KELLS	82	124
SNEEM	81	140
CARRIGALINE	83	25
KINSALE	84	82
SCHULL	85	139
SKIBBEREEN	85	73
CAPE CLEAR/SHERKIN ISLAND (CK)	85	505
HARE ISLAND (CK)	85	600
LONG ISLAND (CK)	85	602
HORSE ISLAND (CK)	85	710
WATERFORD	86	80
CARRICK-ON-SUIR	87	24
BALLINAMULT	88	91
BONMAHON	88	101
DUNGARVAN	88	85
SKERRIES	89	72
LUSK	90	61
DONABATE/PORTRANE	90	37
DUNBOYNE/CLONEE	91	40
TRIM	92	78
DONADEA	92	111
DUNSHAUGHLIN	92	43
BLESSINGTON	93	15
CURRAGH CAMP	94	110
ROSCREA	95	71
BIRR	96	14
BALLINDERRY	96	92
NENAGH	96	86
LITTLETON	97	130
TEMPLEMORE	97	75
CLONMEL	98	34
MULLINAHONE	99	134
BAILIEBOROUGH	100	5
GRENAGH	101	119
MIDDLETON	102	63

Up to date as at 7 January 2022

Schedule 2.3 (Deployment Requirements): Redacted Version

BALLYNABOLA	103	97
CASTLEISLAND	104	28
ABBEYFEALE	104	1
COOLKENNO	105	108
HOLLYFORD	106	120
DUNMANWAY	107	42
TEMPLEMARTIN	108	142
DUNIRY	109	167
LOUGHREA	109	60
CLONAKILTY	110	107

Part 2 (Rollout Area Map)



APPENDIX 7 (EXEMPLAR INVENTORY TRACKING PROCESS)



Sample Only

Actors

BuildCo PMO

Build contractor PMO

Build Contractor Work Crew

Materials Suppliers

BuildCo Procurement

Actions

Process

Document

decision

Start/End

Actors:

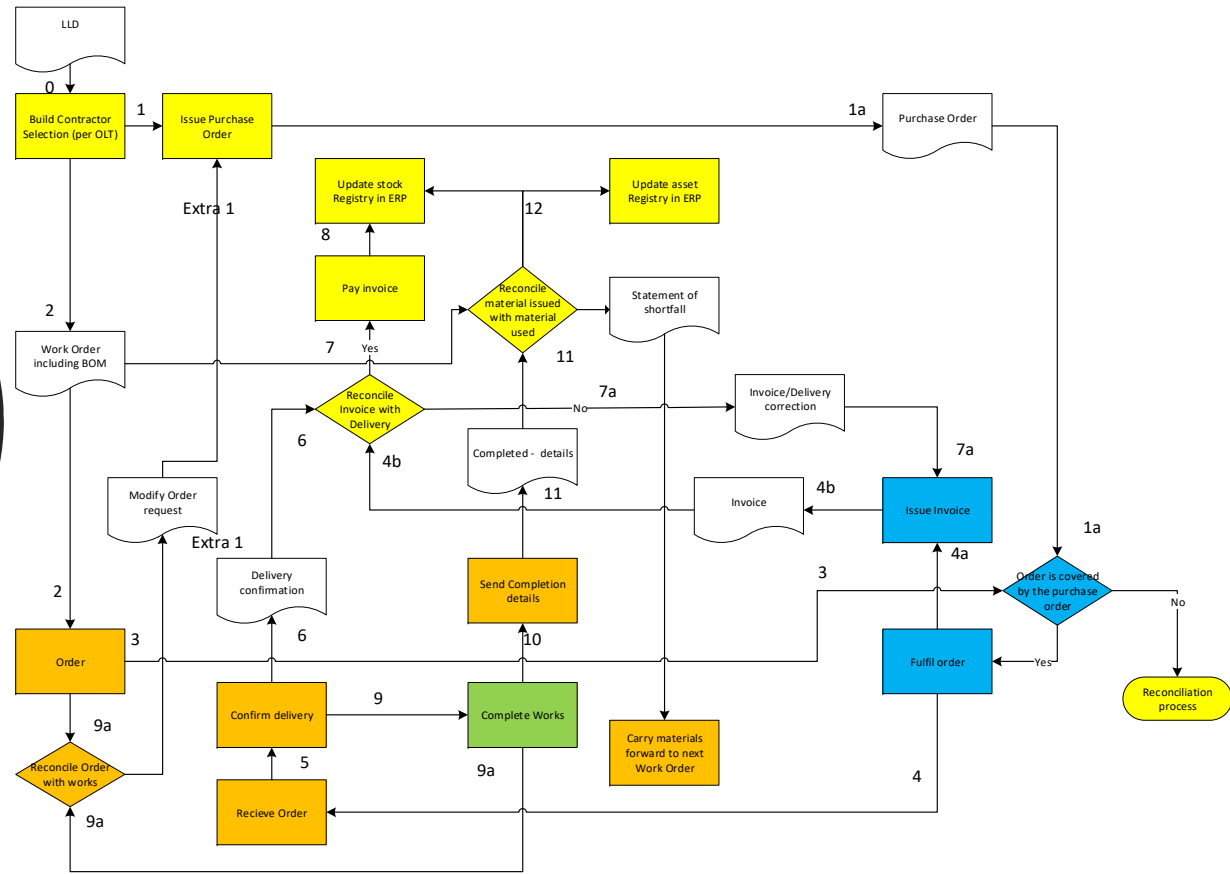
- ▶ BuildCo - Entity responsible for the build of the network.
- ▶ Build Contractor - External partners that take on jobs to perform a portion of the physical build
- ▶ Materials Suppliers - vendors pre selected and with agreements signed to supply the stock required for the build, e.g. poles, fibre cable, fittings, equipment, ironmongery, etc...
 - ▶ The possibility of ordering in the materials and storing them for redistribution is not discounted, but there will be further processes required to support this model.
- ▶ PMO - Project/Programme Management Officer
- ▶ Procurement - Responsible for identifying and negotiating supply agreements from the vendors.
- ▶ Build Crew - Team responsible for the physical build.

Actions:

- ▶ Process - Actions to be carried out to achieve a desired outcome.
- ▶ Document - Data that is the outcome from or input to a process.
- ▶ Decision - where criteria are evaluated before deciding on the next step
- ▶ Start End - outcome of a process workflow.



Sample Only



APPENDIX 8 (AUTHORITY TO PROCEED (ATP) CERTIFICATE)

EXAMPLE OF FORM OF AUTHORISATION TO PROCEED (ATP) CERTIFICATE

[On Department letterhead]

AUTHORISATION TO PROCEED (ATP) CERTIFICATE for;

[Deployment Area M1 (Detailed Design Complete)]

ATP Certificate No.	Deployment Area xxx (M1(Detailed Design Complete):
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We refer to the agreement between NBPCo and DCCAIE (the “**Project Agreement**”). Terms used in this certification have the meanings given to them in the Project Agreement unless stated otherwise in the Project Agreement.

This is an *Authorisation To Proceed (ATP) Certificate*.

We confirm that, in respect of this Deployment Area M1 (Detailed Design Complete) Milestone, that,

1)	The DA Forecasted Cost at Final Tender equated to	€0
2)	The Updated DA Forecasted Cost for that Detailed Design of the Deployment Area equated to	€0
3)	The Updated Forecast Cost is represented by detailed calculations down to its constitute components/book elements	Yes/No
4)	[REDACTED]	€0
5)	Was there a Design Proposals Report, including any Design Proposal Alternative Options required and was it submitted ?	Yes/No
6)	If "Yes", has the Design Proposals Report or the Design Proposal Alternative Option(s) been accepted and approved by the Minister?	Yes/No

[REDACTED]

We confirm that, in respect of this Deployment Area M1 (Detailed Design Complete) Milestone, the following Premises in the Deployment Area assessed as an **[REDACTED]** Initial Non-Standard Premise.

Number	Premises Eircode	[REDACTED] Initial Non-Standard Presmise

Signed on behalf of [Minister] acting in its capacity as the Minister's Representative.

Signed.....

Name (print).....

Date.....