

Up to date as at 30 June 2021

Schedule 2.6 – Communications, Demand Stimulation and Brand Plan

## **2.6 COMMUNICATIONS, DEMAND STIMULATION AND BRAND PLAN**

## **1 INTRODUCTION**

- 1.1 This Agreement (including this Schedule) requires NBPco to prepare and implement strategies and undertake activities in order to:
- 1.1.1 create awareness, interest and demand for, and to disseminate information in connection with, the Project; and
  - 1.1.2 stimulate Take Up throughout the Intervention Area.
- 1.2 A key principle of the Project is to maximise the socio-economic impact of the Project and, therefore, it is important there is a high proportion of Take Up as early as is reasonably practicable during the Take Up Target Period. Also, a high proportion of early Take Up may allow NBPco to avail of Connection Milestone Payments specified in Appendix 2 (Connection Milestone Payments) of Schedule 5.1 (Subsidy Payments) earlier. However, Take Up is and shall be at NBPco's exclusive risk.
- 1.3 This Schedule sets out the key requirements in relation to:
- 1.3.1 the CDB Strategic Plan;
  - 1.3.2 the Communications and Engagement Plan;
  - 1.3.3 the Demand Stimulation Project Plan; and
  - 1.3.4 the NBPco Brand Development Plan,
- in connection with the Project.
- 1.4 NBPco's response to these requirements in the form of its CDB Strategic Plan forms part of the NBPco Solution (although the CDB Strategic Plan does not limit or affect the provisions of this Schedule).
- 1.5 NBPco is required to satisfy and comply with all the requirements and descriptions set out in, and all other aspects of, this Schedule.

## **2 CDB STRATEGIC PLAN**

- 2.1 Without limiting or affecting the provisions of Paragraph 10 (NBPco Branding, Marketing and Website) of Schedule 2.7 (NBPco Requirements), NBPco shall develop, maintain and implement the CDB Strategic Plan throughout the Take Up Target Period so as to achieve its obligations under this Schedule. No later than 31 January each year, NBPCo shall propose to the Minister a CDB Strategy Implementation Plan for the next following Contract Year and, when approved by the Minister in writing, NBPCo shall implement same. If there is any conflict, ambiguity or inconsistency between the CDB Strategic Plan and the then applicable CDB Strategy Implementation Plan that has been approved by the Minister, the CDB Strategy Implementation Plan for the relevant Contract Year shall prevail.
- 2.2 NBPco shall use reasonable endeavours throughout the Take Up Target Period to implement the CDB Strategic Plan throughout the Intervention Area and to ensure, as early as is practicable during the Take Up Target Period and to the extent reasonably practicable, throughout the Intervention Area:
- 2.2.1 a high level of awareness of the Services, Network, and Wholesale Products amongst all stakeholder groups identified in Paragraph 2.5 (CDB Strategic Plan); and

- 2.2.2 achievement of the objectives set out in Paragraph 3.2 (CDB Strategic Plan Requirements).
- 2.3 NBPco is responsible for the CDB Strategic Plan and must perform and effectively deliver all the requirements set out in this Schedule 2.6 (Communications, Demand, Stimulation and Brand Plan) and, subject to paragraph 2.4 below, in Schedule 3.6 (NBPco Solution – Communications, Demand Stimulation and Brand Plan).
- 2.4 If, after the Commencement Date, NBPco proposes to amend any part or parts of the CDB Strategic Plan which may have a material impact upon the Service Requirements, Implementation Programme, Performance Levels, Subsidy Payments, Wholesale Prices, Wholesale Product & Coverage Template, Wholesale Product Roadmap, Technology Roadmap or Project Financial Model it shall promptly notify the Minister in writing of such change and shall, within no more than ten (10) Working Days of the notification, provide additional and reasonable detail about the change and the reason for it for consideration by the Minister. If the change is considered necessary or desirable by the Minister in principle, NBPco shall promptly and without undue delay implement Schedule 6.2 (Change Control Procedure) with respect to the proposed change at no cost to the Minister. Any other changes to part or parts of the CDB Strategic Plan, which do not have a material impact upon the items listed above, may be agreed by the Minister in writing, the implementation of which shall be at no cost to the Minister.
- 2.5 The four main stakeholder groups for the purpose of this Schedule 2.6 (Communications, Demand Stimulation and Brand Plan) are:
- 2.5.1 IA End Users. NBPco shall identify and distinguish between different categories of IA End User within the Intervention Area in the CDB Strategic Plan. At a minimum, NBPco shall clearly categorise residential and business IA End Users;
- 2.5.2 all Service Providers;
- 2.5.3 Government stakeholders including Government departments, Teachtaí Dála (TDs), Government agencies, local authorities, Local Enterprise Offices, Local Development Companies and Strategic Community Points. NBPco shall identify and distinguish, in the CDB Strategic Plan, Government stakeholders according to the following categories:
- (A) End Users which are a Public Service Body, including Strategic Community Points; and
- (B) Government stakeholders, of the type that do not fall within Paragraph 2.5.3(A) (CDB Strategic Plan), who may influence awareness, interest and demand for, and may enable the dissemination of information in connection with, the Project in the Intervention Area; and
- 2.5.4 other stakeholders that may be affected by NBPco's activities under this Agreement during the Contract Period, who do not fall within the groups of stakeholder described in Paragraph 2.5.1 to 2.5.3 (CDB Strategic Plan) (inclusive) above. NBPco shall identify and categorise these other stakeholder groups in the CDB Strategic Plan.

### **3 CDB STRATEGIC PLAN REQUIREMENTS**

- 3.1 Without limiting or affecting the provisions of this Schedule 2.6 (Communications, Demand Stimulation and Brand Plan), NBPco shall ensure that the CDB Strategic Plan takes the form of a single document containing:
- 3.1.1 a mission statement for the entire CDB Strategic Plan;
  - 3.1.2 an executive summary for the entire CDB Strategic Plan, including a description of how all of the plans comprising the CDB Strategic Plan will be amalgamated and implemented as a unified and effective plan;
  - 3.1.3 the objectives of the CDB Strategic Plan, including the objectives listed in Paragraph 3.2 (CDB Strategic Plan Requirements);
  - 3.1.4 a description of how the effectiveness of the CDB Strategic Plan will be measured against the objectives set out in the CDB Strategic Plan, including the objectives listed in Paragraph 3.2 (CDB Strategic Plan Requirements); and
  - 3.1.5 a description of how independent End-User surveys, conducted by NBPco pursuant to Paragraph 3.9 (CDB Strategic Plan Requirements), will be assessed against the objectives set out in the CDB Strategic Plan, including the objectives listed in Paragraph 3.2 (CDB Strategic Plan Requirements).
- 3.2 The objectives, throughout the Take Up Target Period and Intervention Area, to be achieved by NBPco through implementation of the CDB Strategic Plan include:
- 3.2.1 reaching as high a level of awareness as possible of the Network and the Wholesale Products and NBPco's activities under this Agreement amongst all of the stakeholder groups described in Paragraph 2.5 (CDB Strategic Plan);
  - 3.2.2 ensuring regular and effective communication and engagement with all stakeholder groups described in Paragraph 2.5 (CDB Strategic Plan) regarding NBPco's activities under this Agreement, the description, availability and benefits of the Network, the Wholesale Products and, on a Non-Discriminatory Basis, RSP products, in each case in accordance with the Communications and Engagement Plan described in Paragraph 6 (Communications and Engagement Plan); and
  - 3.2.3 ensuring regular and effective promotion of the NBPco Brand to the stakeholder groups described in Paragraph 2.5 (CDB Strategic Plan) inside and outside of the Intervention Area, in accordance with the NBPco Brand Development Plan described in Paragraph 5 (NBPco Brand Development Plan).
- 3.3 NBPco shall undertake reasonable endeavours throughout the Take Up Target Period to achieve the objectives described in the CDB Strategic Plan.
- 3.4 NBPco shall ensure that the CDB Strategic Plan includes a detailed market analysis, including a socio-economic analysis, of the IA End Users and Premises in the Intervention Area. NBPco shall ensure that such analysis, in particular, details the parts and structure of the identified market, the scope of the analysis undertaken and demonstrates how this analysis will inform the development and implementation of NBPco's communication, engagement, branding and promotion activities throughout the Take Up Target Period. NBPco shall ensure that the market analysis includes:

- 3.4.1 market segmentation of IA End Users into categories of Wholesale Products and, where possible, IA End User type (residential, business etc.);
  - 3.4.2 demographics (including persons per Premises, age profile, and gender profile);
  - 3.4.3 applications and uses of High Speed Broadband;
  - 3.4.4 price sensitivity of IA End Users and market trends; and
  - 3.4.5 a description of the Take Up assumptions set out in the Project Financial Model and whether these Take Up assumptions are consistent with the findings of this market analysis.
- 3.5 Without limiting or affecting Paragraph 2.5 (CDB Strategic Plan), NBPco shall ensure that the CDB Strategic Plan includes a stakeholder analysis which:
- 3.5.1 identifies the specific stakeholders (including specific stakeholders from each of the four main stakeholder groups listed in Paragraph 2.5 (CDB Strategic Plan) it intends to target in order to achieve the objectives of the CDB Strategic Plan;
  - 3.5.2 identifies and interprets the needs and requirements, and how to satisfy the needs and requirements, for each of the stakeholder groups listed in Paragraph 2.5 (CDB Strategic Plan); and
  - 3.5.3 includes a description of the tools, techniques and processes NBPco shall use to measure satisfaction of the needs and requirements for each of the stakeholder groups listed in Paragraph 2.5 (CDB Strategic Plan), such as net promoter score (NPS), and to monitor and report satisfaction of these needs and requirements on an annual basis.
- 3.6 NBPco shall ensure that all activities conducted under the CDB Strategic Plan adhere to the Irish language requirements set out in Appendix 1 (Irish Language Scheme) of this Schedule 2.6 (Communications, Demand Stimulation and Brand Plan).
- 3.7 NBPco shall ensure that any collection and processing of personal data, and any direct marketing, undertaken in the context of the CDB Strategic Plan are designed and undertaken in compliance with Data Protection Legislation.
- 3.8 NBPco shall conduct an analysis of the CDB Strategic Plan each Contract Year during the Take Up Target Period to measure its effectiveness against the objectives described in the CDB Strategic Plan. This analysis shall be reported to the Minister in accordance with Paragraph 7 (Reporting) of this Schedule.
- 3.9 NBPco shall conduct independent End User Surveys at least once in each Contract Year during the Take Up Target Period, and use such other means detailed in the CDB Strategic Plan, to measure the effectiveness of the CDB Strategic Plan against the objectives listed in Paragraph 3.2 (CDB Strategic Plan Requirements). NBPco shall set out the identity of the initial independent surveyors who will perform the independent End User Surveys, and the methodology and assumptions to be applied, in the CDB Strategic Plan. NBPco shall furnish to the Minister its report on the outcome of these independent surveys in accordance with Paragraph 7 (Reporting). The requirements of this Paragraph 3.9 (CDB Strategic Plan Requirements):
- 3.9.1 may be reviewed by the Minister after the expiry of the first five (5) years following the Effective Date; and

- 3.9.2 if required by the Minister, changed in accordance with Schedule 6.2 (Change Control Procedure).

#### **4 DEMAND STIMULATION PROJECT PLAN**

4.1 As part of the CDB Strategic Plan (and as part of the NBPco Solution), NBPco shall develop, specify, maintain and implement a Demand Stimulation Project Plan detailing Demand Stimulation initiatives that NBPco shall implement throughout the Intervention Area during the Take Up Target Period and shall undertake reasonable endeavours to ensure Take Up occurs in accordance with the Demand Stimulation Project Plan.

4.2 NBPco shall ensure that the Demand Stimulation Project Plan includes the following:

4.2.1 an executive summary;

4.2.2 an overview of each Demand Stimulation initiative;

4.2.3 details of the proposed design and implementation for each Demand Stimulation initiative, including the proposed design and implementation of the Demand Stimulation initiatives required under Paragraph 4.5 (Demand Stimulation Project Plan);

4.2.4 details of how each Demand Stimulation initiative shall be tailored for each of the stakeholder groups listed in Paragraph 2.5 (CDB Strategic Plan);

4.2.5 a description of Demand Stimulation targets which NBPco intends to pursue during the Take Up Target Period;

4.2.6 a description of the performance indicators and metrics NBPco shall use to assess the effectiveness of the Demand Stimulation Project Plan;

4.2.7 timeframes and milestones for development and implementation of the Demand Stimulation Project Plan; and

4.2.8 financial budgets for development and implementation of the Demand Stimulation Project Plan.

4.3 Without limiting or affecting Paragraph 4.2.7 (Demand Stimulation Project Plan), NBPco shall ensure that the Demand Stimulation Project Plan describes and demonstrates how and when each Demand Stimulation initiative will be implemented by NBPco:

4.3.1 for the period prior to the commencement of deployment of the Network for each Deployment Area during the Deployment Period;

4.3.2 for the period during the deployment of the Network for each Deployment Area during the Deployment Period; and

4.3.3 from completion of the Deployment Period until expiry of the Take-Up Target Period for each Deployment Area.

4.4 NBPco shall ensure that the Demand Stimulation Project Plan, and each Demand Stimulation initiative:

4.4.1 is consistent with the outcomes and conclusions identified pursuant to the market analysis required under Paragraph 3.5 (CDB Strategic Plan

Requirements) and the stakeholder analysis required under Paragraph 3.4 (CDB Strategic Plan Requirements); and

4.4.2 is tailored to identify and address that different locations (including Deployment Areas and different locations within a Deployment Area) may require different Demand Stimulation initiatives.

4.5 NBPco shall, at a minimum, undertake the following Demand Stimulation initiatives on a Non-Discriminatory Basis as soon as reasonably practicable after the Effective Date and shall include them in its Demand Stimulation Project Plan accordingly:

4.5.1 initiatives to incentivise early Take Up. Such incentives may include NBPco waiving or reducing the Initial Connection Charge payable by RSPs. If, as part of its Demand Stimulation initiatives (i.e. to stimulate Take Up), NBPco waives or reduces the Initial Connection Charge payable by RSPs it shall include a requirement in the RSP Terms which requires RSPs to use reasonable endeavours to pass such cost savings to IA End Users;

4.5.2 enabling IA End Users to register their interest and to pre-order Connection through the Public Portal; and

4.5.3 free to use and user friendly alternative methods of registration of interest and Connection pre-orders for IA End Users unable to use the Public Portal (e.g. IA End Users without internet access).

4.6 NBPco shall effectively implement and maintain the Demand Stimulation Project Plan throughout the Take Up Target Period and Intervention Area to assist NBPco Achieve the Programme Level Milestones.

4.7 Save where agreed by the Minister in writing, NBPco shall communicate initial Demand Stimulation initiatives to the stakeholder groups identified pursuant to Paragraph 2.5 (CDB Strategic Plan) six months prior to the Deployment Completion Date.

4.8 NBPco shall provide comprehensive details of the Demand Stimulation initiatives on the Public Portal which shall be published in a prominent location on the Public Portal at the launch of each Demand Stimulation initiative to ensure that the stakeholder groups identified pursuant to Paragraph 2.5 (CDB Strategic Plan) are informed of and may avail of each such Demand Stimulation initiative (as applicable).

4.9 NBPco shall ensure that it does not discriminate, directly or indirectly, in its treatment of RSPs and/or WSPs in its development and implementation of the Demand Stimulation Project Plan.

## **5 NBPCO BRAND DEVELOPMENT PLAN**

5.1 The requirements of this Paragraph 5 (NBPco Brand Development Plan) do not limit or affect the provisions of Paragraph 10 (NBPco Branding, Marketing and Website) of Schedule 2.7 (NBPco Requirements).

5.2 As part of the CDB Strategic Plan (and as part of the NBPco Solution), NBPco has developed the NBPco Brand Development Plan and will continue to implement and maintain it at no cost to the Minister.

5.3 NBPco and the Minister acknowledge that the NBPco Brand Development Plan includes the following:

- 5.3.1 an executive summary;
  - 5.3.2 details of the NBPco Brand including its logic for choosing the NBPco Brand, representation(s) of the NBPco Brand(s), details of NBPco's Brand Licence and proposed NBPco Brand trade mark arrangements, design arrangements, business name arrangements and domain name filing proposals and arrangements, in each case if applicable or available;
  - 5.3.3 details that demonstrate NBPco's plans for the design and development and enforcement of the NBPco Brand and effective protection and use by NBPco of the NBPco Brand throughout the Take Up Target Period and Intervention Area;
  - 5.3.4 anticipated timeframes and milestones for development and implementation of the NBPco Brand Development Plan; and
  - 5.3.5 anticipated financial budgets for development and implementation of the NBPco Brand Development Plan.
- 5.4 NBPco shall, for and in connection with its activities and Services under the Agreement, either:
- 5.4.1 use reasonable endeavours to develop and design (or procure the development and design of) a brand which is unique, neutral and distinctive from, and not confusingly similar to, any brand, trade mark, symbol, domain name or device (or part thereof) used or, to the best of its knowledge, intended to be used by any previous, current or anticipated RSP or other Authorised Undertaking selling High Speed Broadband at the retail level in the Intervention Area or the Excluded Area; or
  - 5.4.2 use reasonable endeavours to obtain an exclusive (for operation at the wholesale and, as applicable in respect of NBPco's retailer of last resort obligations under this Agreement, the retail level in the Intervention Area), irrevocable licence for the duration of the Contract Period in and to a brand owned by one or more of the NBPco Shareholders, or owned by one or more of the Group of which any NBPco Shareholder is a member, which is unique, neutral, distinctive from, and not confusingly similar to, any brand, trade mark, symbol, domain name or device (or part thereof) used or intended to be used by any previous, current or anticipated RSP or other Authorised Undertaking selling High Speed Broadband at the retail level in the Intervention Area or the Excluded Area ("**Brand Licence**"),
- (the "**NBPco Brand**").
- 5.5 NBPco has specified in the NBPco Brand Development Plan how the NBPco Brand will be used and controlled across all relevant communication channels and shall use reasonable endeavours to ensure the stakeholder groups identified in Paragraph 2.5 (CDB Strategic Plan) will always associate the Services, Network and Wholesale Products to NBPco.
- 5.6 NBPco has described in the NBPco Brand Development Plan how and when each element of the NBPco Brand Development Plan will be implemented by NBPco.
- 5.7 NBPco shall not materially amend or alter the NBPco Brand otherwise than in accordance with Schedule 6.2 (Change Control Procedure).



5.8 NBPco shall not, at any time during the Contract Period:

5.8.1 trade, conduct business or otherwise use any brand other than the NBPco Brand in connection with the Services, Network and Wholesale Products. For the avoidance of doubt, this Paragraph 5.8.1 (NBPco Brand Development Plan) is without prejudice to:

- (A) NBPco's entitlements pursuant to Clause 19.19.4 (Wholesale Products) of the Agreement to jointly sell the Wholesale Products with the wholesale products of any other person within the NBPco Economic Group in the manner provided for in that Clause and for this purpose the NBPco Brand may be used in connection with the brand of a relevant member of the NBPco Economic Group subject to compliance with the requirements of that Clause; and
- (B) NBPco's use of third party brands in the ordinary course of its business, including in the purchase of goods and services from third parties, and the use of those in the Services, Network and Wholesale Products;

5.8.2 adopt or use in respect of the NBPco Wholesale Products and Services any trade mark, symbol, domain name or device which incorporates or is confusingly similar to, or is a simulation or imitation of, any trade mark, symbol, domain name or device (or part thereof) used or intended to be used in the Intervention Area and/or Excluded Area by any previous, current or new (from time to time during the Contract Period) or anticipated RSP or other Authorised Undertaking selling High Speed Broadband at the retail level;

5.8.3 display or use the trade mark, symbol, domain name, device or branding of any kind of any previous, current or new (from time to time during the Contract Period) or anticipated RSP or other Authorised Undertaking selling High Speed Broadband at the retail level in the Intervention Area and/or Excluded Area in its communication and implementation of the CDB Strategic Plan or provision of the Services, Network or Wholesale Products except as expressly provided in this Agreement;

5.8.4 sell, offer for sale, advertise or market (directly or indirectly) the retail products of any member of the NBPco Economic Group, Associated Service Provider or Associated Company; or

5.8.5 advertise or market the retail products of any Service Provider,

except that nothing in this Paragraph 5 (NBPco Brand Development Plan) shall prevent or limit NBPco on a Non-Discriminatory Basis identifying Service Providers for information purposes on the Public Portal.

5.9 NBPco has and shall use all reasonable endeavours to ensure that:

5.9.1 it has conducted prior due diligence (consistent with Best Industry Practice) in its choice, design and use of the NBPco Brand so as to ensure, to the best of its knowledge, that the NBPco Brand does not infringe any previous third party IPR in Ireland and/or is not susceptible to claims of passing off;

5.9.2 in respect of the NBPco Brand developed and designed in accordance with Paragraph 5.4.1 (NBPco Brand Development Plan) (if applicable), it owns all

right, title and interest (including all IPR) in and to the NBPco Brand in Ireland as it is used in the NBPco business except to the extent notified in writing to and accepted by the Minister as at the Commencement Date;

- 5.9.3 in respect of the NBPco Brand licensed to NBPco in accordance with Paragraph 5.4.2 (NBPco Brand Development Plan) (if applicable), the Brand Licence is sufficient in scope and rights, consistent with Best Industry Practice, for NBPco to provide and implement the Services, Network, Wholesale Products and activities set out in this Schedule in accordance with this Agreement throughout the Contract Period and Intervention Area;
- 5.9.4 CDB Strategic Plan related material made available to the public and direct and indirect communications and marketing in connection with the Project, by or on behalf of NBPco, in each case as set out in the CDB Strategic Plan, shall meet the requirements of Paragraph 4 (Publicity) of Schedule 5.4 (Eligibility Requirements for ERDF Funding) (where applicable); and
- 5.9.5 CDB Strategic Plan related material made available to the public and direct and indirect communications and marketing in connection with the Project, by or on behalf of NBPco, in each case as set out in the CDB Strategic Plan, shall as a minimum, unless otherwise agreed in writing between the Minister and NBPco, include:
- (A) the "Government of Ireland | Project Ireland 2040" logo and/or other relevant government department logo(s) as notified by the Minister to NBPco from time to time; and
  - (B) the words "supported by" in relation to the Project and in conjunction with the relevant "Government of Ireland | Project Ireland 2040" logo as set out in paragraph 5.9.5 (A), where relevant and/or as required.

5.10 If, at any time during the Contract Period, the NBPco Brand is not compliant or is likely to become non-compliant with the provisions of this Paragraph 5 (NBPco Brand Development Plan) or Paragraph 10 (NBPco Branding, Marketing and Website) of Schedule 2.7 (NBPco Requirements) because, in the Minister's reasonable opinion after prior consultation with NBPco, the NBPco Brand:

- 5.10.1 is not neutral (where "not neutral" means that conceptually the NBPco Brand is related in some way to a third party); or
- 5.10.2 incorporates (in whole or in part), is confusingly similar to or is a simulation or imitation of any trade mark, symbol, domain name or device used by any previous, current or new (from time to time during the Contract Period) or anticipated RSP or other Authorised Undertaking selling High Speed Broadband at the retail level in the Intervention Area and/or Excluded Area,

NBPco shall use reasonable endeavours to procure that the relevant RSP or other Authorised Undertaking selling High Speed Broadband at the retail level ceases to use the relevant branding as soon as reasonably practicable.

5.11 If NBPco fails to comply with Paragraph 5.10 (NBPco Brand Development Plan) to the Minister's satisfaction within such period as may be reasonably specified by the Minister taking into account the relevant facts presented by NBPco to the Minister, NBPco shall as soon as reasonably practicable:

- 5.11.1 amend and revise the NBPco Brand (and follow the requirements of this Paragraph 5 (NBPco Brand Development Plan) so that it and the amended and revised NBPco Brand complies with this Agreement;
- 5.11.2 cease to use the prior version of the NBPco Brand;
- 5.11.3 cease to use all materials containing the prior version of the NBPco Brand;
- 5.11.4 update all branding on the Public Portal and Secure Portal and other NBPco public facing materials and infrastructure with the new NBPco Brand; and
- 5.11.5 take such other reasonable steps as requested by the Minister in writing, including deploying and implementing a revised CDB Strategic Plan to publicise the new NBPco Brand so that it complies with this Agreement,

at no cost to the Minister, and without any other change including any increase to the Subsidy Payments, and within such reasonable period specified by the Minister.

## **6 COMMUNICATIONS AND ENGAGEMENT PLAN**

6.1 As part of the CDB Strategic Plan (and as part of the NBPco Solution), NBPco shall develop, specify, maintain and implement a Communications and Engagement Plan which includes comprehensive details that demonstrate NBPco's strategy and targets for effective communication and engagement with the public (including the stakeholders listed in Paragraph 2.5 (CDB Strategic Plan)):

- 6.1.1 for the period prior to the commencement of deployment of the Network during the Deployment Period;
- 6.1.2 for the period during the deployment of the Network during the Deployment Period; and
- 6.1.3 from completion of the Deployment Period until expiry of the Take-Up Target Period.

6.2 Without limiting or affecting Paragraph 6.1 (Communications and Engagement Plan), NBPco shall ensure that the Communications and Engagement Plan details how and when NBPco will prepare, disseminate and manage relevant information regarding the Project. In particular, NBPco shall ensure that the Communications and Engagement Plan:

- 6.2.1 includes an executive summary;
- 6.2.2 includes details of how and through which communication channels NBPco will deliver the most relevant marketing and informational messages regarding the Project to each of the stakeholder groups listed in Paragraph 2.5 (CDB Strategic Plan) throughout the Take Up Target Period and Intervention Area;
- 6.2.3 is consistent with the outcomes and conclusions identified pursuant to the market analysis required under Paragraph 3.4 (CDB Strategic Plan Requirements) and the stakeholder analysis required under Paragraph 3.5 (CDB Strategic Plan Requirements);
- 6.2.4 is tailored to identify and address that different locations (including Deployment Areas and different locations in a Deployment Area) may require different communications and engagements;

- 6.2.5 includes a description of the performance indicators and metrics NBPco shall use to assess the effectiveness of the Communications and Engagement Plan;
- 6.2.6 includes timeframes and milestones for development and implementation of the Communications and Engagement Plan;
- 6.2.7 includes financial budgets for development and implementation of the Communications and Engagement Plan; and
- 6.2.8 includes case study examples for two different representative Deployment Areas for all stakeholders groups listed in Paragraph 2.5 (CDB Strategic Plan) demonstrating how it shall comply with its obligations under this Paragraph 6 (Communications and Engagement Plan).

6.3 NBPco shall implement the Communications and Engagement Plan throughout the Take Up Target Period and Intervention Area.

#### **Communications and Engagement Plan for IA End-Users**

6.4 Without limiting or affecting any other provision of Paragraph 6 (Communications and Engagement Plan), NBPco shall ensure that the Communications and Engagement Plan for IA End Users:

- 6.4.1 specifies how NBPco intends to make initial communications and engagements with IA End Users, including details of how communication methods and channels are to be utilised (e.g. online, print, social media, radio, local community presentations, brochures, Public Portal, etc.);
- 6.4.2 clearly differentiates between business IA End Users and residential IA End Users;
- 6.4.3 includes a detailed strategy to manage and respond to negative comments from IA End Users and the other stakeholders listed in Paragraph 2.5 (CDB Strategic Plan) regarding Network Deployment progress.

6.5 On and from the Effective Date, NBPco shall commence implementation of the Communications and Engagement Plan for all IA End Users in the Intervention Area. Save where agreed by the Minister in writing, no later than six (6) months (to the extent reasonably practicable) before Network Deployment is expected to be started in a Deployment Area NBPco shall commence targeted communication and engagement initiatives (as described in the Communications and Engagement Plan) for IA End Users in the relevant Deployment Area. NBPco shall ensure that, at a minimum, the Communications and Engagement Plan for IA End Users for each Deployment Area:

- 6.5.1 communicates to potential IA End Users the socio-economic benefits of High Speed Broadband;
- 6.5.2 communicates timelines for Network Deployment and when Connection will be available; and
- 6.5.3 communicates to potential IA End Users, via the Public Portal and all other communication methods and channels identified by NBPco pursuant to this Paragraph 6 (Communications and Engagement Plan), the process to get their Premises Connected, the details of the Connection Services and available Retail Products (on a Non-Discriminatory Basis).

### **Communications and Engagement Plan for Service Providers**

- 6.6 Without limiting or affecting any other provision of Paragraph 6 (Communications and Engagement Plan), NBPco shall ensure that the Communications and Engagement Plan for Service Providers:
- 6.6.1 specifies how NBPco intends to make initial communications and engagements with Service Providers including details of how communications methods and channels are to be utilised (e.g. online, print, social media, radio, local community presentations, brochures, Public Portal, etc.); and
  - 6.6.2 clearly differentiates between Service Providers.
- 6.7 NBPco shall commence implementation of the Communications and Engagement Plan for Service Providers not later than thirty (30) days following the Effective Date. NBPco shall ensure that, at a minimum, the Communications and Engagement Plan for Service Providers:
- 6.7.1 ensures Service Providers are provided with communications and engagements regarding the Project in accordance with the Communications and Engagement Plan throughout the Take Up Target Period and Intervention Area;
  - 6.7.2 ensures Service Providers are given reasonable notice of plans for Network Deployment and timelines for all Deployment Areas; and
  - 6.7.3 is consistent with the Service Provider Engagement Framework as described in Paragraph 7 (Service Provider Engagement Framework – Requirements) of Schedule 2.3 (Deployment Requirements).

### **Communications and Engagement Plan for Government stakeholders (including Strategic Community Points)**

- 6.8 Without limiting or affecting any other provision of Paragraph 6 (Communications and Engagement Plan), NBPco shall ensure that the Communications and Engagement Plan for the stakeholders described in Paragraph 2.5.3 (CDB Strategic Plan) specifies how NBPco intends to make initial communications and engagements with the stakeholders described in Paragraph 2.5.3 (CDB Strategic Plan) including details of how communication methods and channels are to be utilised (e.g. online, print, social media, radio, local community presentations, brochures, Public Portal, etc.).
- 6.9 NBPco shall commence implementation of the Communications and Engagement Plan for the stakeholders described in Paragraph 2.5.3 (CDB Strategic Plan) not later than thirty (30) days following the Effective Date. NBPco shall ensure that, at a minimum, the Communications and Engagement Plan for the stakeholders described in Paragraph 2.5.3 (CDB Strategic Plan):
- 6.9.1 ensures they are provided communications and engagements regarding the Project in accordance with the Communications and Engagement Plan throughout the Take Up Target Period and Intervention Area; and
  - 6.9.2 ensures they are given reasonable notice of NBPco's plans for Network Deployment and timelines for all Deployment Areas.

### **Communications and Engagement Plan for Other Stakeholders**

- 6.10 Without limiting or affecting any other provision of Paragraph 6 (Communications and Engagement Plan), NBPco shall ensure that the Communications and Engagement Plan for other stakeholders (described in Paragraph 2.5.4 (CDB Strategic Plan)) specifies how NBPco will make initial communications and engagements with these stakeholders including details of how communications methods and channels are to be utilised (e.g. online, print, social media, radio, local community presentations, brochures, Public Portal, etc.).
- 6.11 NBPco shall commence implementation of the Communications and Engagement Plan for these other stakeholders (described in Paragraph 2.5.4 (CDB Strategic Plan)) not later than thirty (30) days following the Effective Date. NBPco shall ensure, at a minimum, that the Communications and Engagement Plan for these other stakeholders:
- 6.11.1 ensures they are provided with communications and engagements regarding the Project in accordance with the Communications and Engagement Plan throughout the Take Up Target Period and Intervention Area; and
  - 6.11.2 ensures they are promptly and effectively notified of NBPco's plans for Network Deployment and timelines for all Deployment Areas.

#### **Public Portal**

- 6.12 Without limiting or affecting any other provision of Paragraph 6 (Communications and Engagement Plan) or Paragraph 4.5 (Operational Environment Requirements) of Schedule 2.1 (Technical Solution Specification), NBPco shall ensure that the Public Portal, throughout the Take Up Target Period and the remainder of the Contract Period:
- 6.12.1 is user friendly for all IA End Users and the other stakeholders listed in Paragraph 2.5 (CDB Strategic Plan); and
  - 6.12.2 is delivered in accordance with the CDB Strategic Plan.

### **7 REPORTING**

- 7.1 NBPco shall provide to the Minister not later than thirty (30) Working Days after the end of every Contract Year a report in accordance with this Paragraph 7 (Reporting) and Schedule 6.5 (Reports and Records).
- 7.2 NBPco shall report Actual Take Up during the relevant Contract Year. Without limiting or affecting the requirements of Schedule 6.5 (Reports and Records), NBPco shall ensure these reports:
- 7.2.1 identify Actual Take Up;
  - 7.2.2 identify Actual Take Up for each Deployment Area; and
  - 7.2.3 identify Actual Take Up for the Intervention Area;
- in each case distinguishing between business and individual IA End Users.
- 7.3 NBPco's report shall detail the progress in Connecting Strategic Community Points in each Deployment Area during the relevant Contract Year. NBPco shall include in the report the following information:
- 7.3.1 engagement with schools in the Intervention Area and any initiatives rolled out on foot of this engagement;

- 7.3.2 engagement with Local Enterprise Offices and Local Development Companies in the Intervention Area and any initiatives rolled out on foot of these engagements;
  - 7.3.3 any requests made by local communities in the Intervention Area for Connections which may in the future result in the creation of local jobs and what action was taken by NBPco on foot of such requests; and
  - 7.3.4 any local barriers experienced by NBPco in addressing demand in the Intervention Area for High Speed Broadband and Strategic Community Points.
- 7.4 NBPco shall report the progress of the Demand Stimulation Project Plan by Deployment Area and for the Intervention Area during the relevant Contract Year. NBPco shall, without limiting or affecting the requirements of Schedule 6.5 (Reports and Records), include in the report the completion date of Demand Stimulation initiatives in Deployment Areas and confirmation of whether or not they have been completed in accordance with the Demand Stimulation Project Plan and Programme Level Milestones described in Paragraph 10 (Milestone Achievement and Testing – Requirements) of Schedule 2.3 (Deployment Requirements) NBPco shall provide an explanation if any Demand Stimulation initiatives have not been completed on time, or at all, with detailed reasons why. NBPco shall also detail in the report the effectiveness of Demand Stimulation Project Plan activities, including details of the metrics used to assess this effectiveness, and the outcomes achieved and any deficiencies and recommendations identified.
- 7.5 NBPco shall report on the progress of activities described in the Communications and Engagement Plan during the relevant Contract Year. NBPco shall include in the report the completion date of Communications and Engagement Plan activities in Deployment Areas and for the Intervention Area and confirmation of whether or not they have been completed in accordance with the timeframe notified to the Minister in accordance with Paragraph 6.2.6 (Communications and Engagement Plan). NBPco shall provide an explanation if any Communications and Engagement Plan activities have not been completed on time. NBPco shall also detail in the report the effectiveness of the Communications and Engagement Plan activities, including details of the metrics used to assess this effectiveness, and the outcomes achieved and any deficiencies and recommendations identified.
- 7.6 NBPco shall provide to the Minister the results of the End User Surveys described in Paragraph 3.9 (CDB Strategic Plan Requirements) together with NBPco's assessment of these results against the objectives set out in the CDB Strategic Plan, including the objectives listed in Paragraph 3.2 (CDB Strategic Plan Requirements).
- 7.7 NBPco shall report forecast and actual expenditure under each of the:
- 7.7.1 Demand Stimulation Project Plan;
  - 7.7.2 Communications and Engagement Plan; and
  - 7.7.3 NBPco Brand Development Plan.

NBPco shall ensure that such report reconciles the budgets with actual expenditure and explain any variances in such regard and includes the level of detail set out in the Bidder's Solution Schedule 3.6 (NBPco Solution - Communications, Demand Stimulation and Brand Plan), Appendix 1.1\_T (CBD Expenditure Plan).

### APPENDIX 1 (IRISH LANGUAGE SCHEME)

NBPco shall adhere to the following Irish language requirements:

- **Advertising:** There are no bilingual obligations for national advertising campaigns. However, advertising campaigns directed at Gaeltacht areas are required to be conducted in the Irish language.
- **Gaeltacht place names:** Correspondence (including direct mailing) with residences and businesses in Gaeltacht areas must use the Irish language version of the address and not its English language equivalent (if any).
- **Public meetings policy:** NBPco shall provide staff proficient in Irish for public meetings in Gaeltacht areas or when dealing with Gaeltacht legal issues.
- **Leaflets/brochures:** Leaflets and brochures produced by NBPco shall be made available in Irish and English.
- **Website/Public Portal:** Bilingual obligations are limited to “general material”. This is general information on the website / Public Portal intended for IA End Users. Detailed information such as terms and conditions or information of relevance only to RSPs is not required to be translated.