

## **6.7 PERFORMANCE LEVELS**

## **PART 1**

### **PERFORMANCE INDICATORS AND PERFORMANCE CREDITS**

#### **1 PERFORMANCE INDICATORS**

- 1.1 Appendix 1 (Key Performance Indicators, Subsidiary Performance Indicators and Balanced Scorecard Report) sets out the Performance Indicators that the Parties have agreed shall be used to measure the performance of certain aspects of the Services, Wholesale Products and Network by NBPco.
- 1.2 NBPco shall monitor its performance against each Performance Indicator and shall send the Minister a report detailing the level of service actually achieved in accordance with Part 2 (Performance Monitoring) of this Schedule.
- 1.3 Performance Points, and consequently Performance Credits, accrue for any KPI Failure and shall be calculated in accordance with Paragraph 2 (Performance Points), Paragraph 3 (Repeat KPI Failures), Paragraph 5 (Performance Credits) and Paragraph 6 (Performance Points During Deployment Period). For the avoidance of doubt, Performance Points and Performance Credits shall not accrue for any PI Failure.
- 1.4 A failure to meet or exceed the Target Performance Levels for each Performance Indicator shall be addressed in accordance with this Schedule and Clause 20 (Performance Levels) of this Agreement. Performance Credits shall be calculated and applied in accordance with Paragraph 10 (Performance Points and Performance Credits) of Schedule 5.1 (Subsidy Payments).

#### **2 PERFORMANCE POINTS**

- 2.1 If the level of performance of NBPco during a Measurement Period achieves the Target Performance Level in respect of a Key Performance Indicator, no Performance Points shall accrue to NBPco in respect of that Key Performance Indicator.
- 2.2 If the level of performance of NBPco during a Measurement Period is below the Target Performance Level in respect of a Key Performance Indicator, Performance Points shall accrue to NBPco in respect of that Key Performance Indicator as set out in Paragraph 2.3 (Performance Points).
- 2.3 The number of Performance Points that shall accrue to NBPco in respect of a KPI Failure is the applicable number as set out in, and determined in accordance with, Appendix 1 (Key Performance Indicators, Subsidiary Performance Indicators and Balanced Scorecard Report) of this Schedule depending on whether the KPI Failure is:
- 2.3.0 a Minor KPI Failure;
  - 2.3.1 a Serious KPI Failure; or
  - 2.3.2 a Severe KPI Failure; or
  - 2.3.3 a failure to meet the KPI Performance Threshold,

unless the KPI Failure is a Repeat KPI Failure in which case the provisions of Paragraph 3 (Repeat KPI Failures) apply.

### 3 REPEAT KPI FAILURES

3.1 Subject to Paragraph 3.3 (Repeat KPI Failures), if a KPI Failure occurs in respect of the same Key Performance Indicator in two or more consecutive Measurement Periods, the second and any subsequent (i.e. in any further consecutive Measurement Period) such KPI Failure is a “**Repeat KPI Failure**”. For the avoidance of doubt, Repeat KPI Failures apply in respect of every individual KPI and separate Performance Points accrue for each and every Repeat KPI Failure. For example, if a KPI Failure occurs in respect of the same Key Performance Indicator in Measurement Periods 10, 11, 12, 14 and 15, the KPI Failure in Measurement Period 11 is a first Repeat KPI Failure, the KPI Failure in Measurement Period 12 is a second Repeat KPI Failure and the KPI Failure in Measurement Period 15 is a first Repeat KPI Failure (as there was no KPI Failure in Measurement Period 13).

3.2 The number of Performance Points that accrue to NBPco in respect of a KPI Failure that is a Repeat KPI Failure are calculated as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.3 For the avoidance of doubt, a KPI Failure shall only be a Repeat KPI Failure where:

3.3.0 in respect of KPIs 8A, 8B and 8C, the root cause of that KPI Failure was also the root cause of the KPI Failure for the same KPI in the previous Measurement Period; and

3.3.1 in respect of all other KPIs, that KPI was also failed (i.e. a KPI Failure occurred in respect of that same KPI) in the previous Measurement Period.

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

#### **4 PERMITTED MAINTENANCE**

4.1 NBPco shall create and maintain a rolling schedule of planned maintenance to the Wholesale Products, Services and Network that covers the next two (2) Quarters and which shall be agreed in writing with the Minister (both Parties acting reasonably) at least twenty (20) Working Days in advance of each Quarter that the maintenance schedule covers (once agreed with the Minister, the “**Maintenance Schedule**”). NBPco shall undertake such planned maintenance (which shall be known as “**Permitted Maintenance**”) in accordance with the agreed Maintenance Schedule.

4.2 NBPco shall give as much notice as is reasonably practicable to the Minister and to Service Providers prior to carrying out any Non-Permitted Maintenance.

4.3 NBPco shall carry out any necessary maintenance (whether Permitted Maintenance or Non-Permitted Maintenance) where it reasonably suspects that the Wholesale Products, Services or Network or any part thereof has or may have developed a fault. NBPco shall ensure that any such maintenance is carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the Wholesale Products, Services and Network.

4.4 Subject to Paragraph 4.4A of this Part 1 (Performance Indicators and Performance Credits) of Schedule 6.7 (Performance Levels), in agreeing the Maintenance Schedule, the Parties agree that NBPco is allowed to book a maximum of:

4.4.0 [REDACTED]

4.4.1 [REDACTED]

4.4.2 [REDACTED]

4.4.3 [REDACTED]

4.4A [REDACTED]

4.5 NBPco shall provide no less than twenty (20) Working Days’ notice (either written or electronic in accordance with the Service Provider Terms) to Service Providers of any proposed Permitted Maintenance before implementing it (notwithstanding that it is included in the Maintenance Schedule). NBPco shall also publish the Maintenance Schedule on its website, the Universal Wholesale Gateway and the Public Portal at least twenty (20) Working Days’ prior to the date of the Permitted Maintenance. If NBPco fails to meet the requirement of this Paragraph 4.5 (Permitted Maintenance) then the planned maintenance shall not be classified as Permitted Maintenance and shall be classified as Non-Permitted Maintenance.

- 4.6 For the avoidance of doubt, Performance Points shall accrue in respect of any Non-Permitted Maintenance that results in a KPI Failure. Where Non-Permitted Maintenance impacts the service provided to IA End Users or Service Providers it shall be categorised as an Incident. The “severity” of any such Incident shall be determined in accordance with Paragraph 3.12 (Fulfilment, Supply Chain and Logistics, and Assurance Performance) of Appendix 1 (Performance Level Requirements) of Schedule 2.4 (Operational Performance).

## **5 PERFORMANCE CREDITS**

- 5.1 Paragraph 10 (Performance Points and Performance Credits) of Schedule 5.1 (Subsidy Payments) sets out the mechanism by which Performance Points are converted into Performance Credits.
- 5.2 Without limiting or affecting any other provision of this Agreement, the Minister shall use the Performance Monitoring Reports provided pursuant to Part 2 (Performance Monitoring) of this Schedule, among other things, to verify the calculation and accuracy of the Performance Credits (if any) applicable to each Measurement Period.

## **6 PERFORMANCE POINTS DURING DEPLOYMENT PERIOD**

- 6.1 In respect of KPI 1A to KPI 3C (inclusive) only:

- 6.1.0 Where and to the extent that NBPco Achieves an M2 Milestone for Premises in a Measurement Period, the performance actually achieved by NBPco in respect of those Premises between the Milestone Achievement Date and the end of the Measurement Period concerned shall not be included in the measurement of NBPco’s performance in respect of the specified KPIs and, accordingly, Performance Points shall not accrue in respect of these KPIs in respect of those Premises in that Measurement Period.

For the avoidance of doubt, NBPco’s performance in respect of KPI 1A to KPI 3C inclusive in respect of such Premises shall be **[REDACTED]**

- 6.1.1 The Performance Points accrued by NBPco within each Measurement Period between the Effective Date and the Deployment Completion Date (including the Measurement Period in which the Deployment Completion Date occurs), shall be adjusted by multiplying the Performance Points actually accrued for the Measurement Period concerned by a percentage that is equivalent to the percentage of Premises stated in the latest P4A Milestone to be Achieved immediately prior to the commencement of the Measurement Period concerned and the adjusted figure shall be deemed the Performance Points accrued by NBPco in respect of that Measurement Period.

For example, in respect of the first Measurement Period (i.e. Quarter) that commences after the relevant P4A Milestone **[REDACTED]** is Achieved, the Performance Points accrued in respect of **[REDACTED]** and the adjusted figure shall be deemed the Performance Points accrued in respect of that Measurement Period.

- 6.2 In respect of KPI 1A to KPI 3C (inclusive) and KPI 7A to KPI 10D (inclusive) only:

6.2.0 Performance Points shall not accrue and Performance Credits shall not be applied in respect of NBPco's performance in respect of these KPIs between the Commencement Date and the end of the first Contract Year.

6.3 In respect of KPI 1C, KPI 2C and KPI 3C only:

6.3.0 In respect of those Premises that are connected to an OLT that is dependent on the implementation of the metro ring Backhaul Network diversity for service availability resilience only, the performance actually achieved by NBPco in respect of those Premises shall not be included in the measurement of NBPco's performance in respect of the specified KPIs between the Effective Date and the date the metro ring Backhaul Network diversity is implemented.

## 7 PERFORMANCE POINTS IN RESPECT OF A RELIEF EVENT

7.1 If, and in that case only to the extent that:

7.1.0 pursuant to Clause 18.4 (Relief Event), the Minister confirms that NBPco is entitled to relief in accordance with the provisions of Clause 18 (Relief Event); and

7.1.1 NBPco is prevented from carrying out any of the Services or obligations of this Agreement as a direct consequence of that Relief Event; and

7.1.2 such Relief Event is the direct cause of:

(A) **[REDACTED]**

(B) **[REDACTED]**

in a Measurement Period;

then, to the extent such Relief Event causes a reported occurrence of a failure to deliver any part of the Wholesale Products, Service or Network in accordance with the Target Performance Levels and NBPco is granted relief from Performance Points and Performance Credits in accordance with Clause 18.4.3 (Relief Event), such failure shall be excluded from the measurement of NBPco's performance in respect of that Key Performance Indicator in that Measurement Period. For example, where and to the extent that:

7.1.3 NBPco is prevented from providing the Minimum Bitstream Wholesale Product to one or more Premises in the Intervention Area as a consequence of a Relief Event; and

7.1.4 NBPco is granted relief in respect of that Relief Event pursuant to Clause 18 (Relief Event),

those Premises shall be excluded from the measurement of NBPco's performance in respect of KPI 1A, KPI 1B and KPI 1C during the time period for which NBPco is granted relief in such regard pursuant to Clause 18 (Relief Event).

## **APPENDIX 1**

**[REDACTED]**

**1. [REDACTED]**

**1.1 [REDACTED]**

**1.1.1 [REDACTED]**

**1.1.2 [REDACTED]**

**1.1.3 [REDACTED]**

**2. [REDACTED]**

**2.1 [REDACTED]**

**2.2 [REDACTED]**

**2.3 [REDACTED]**

**3. [REDACTED]**

**[REDACTED]**

## PART 2

### PERFORMANCE MONITORING

#### 1 MONITORING OF PERFORMANCE

- 1.1 The general principle underlying the monitoring system is one of self-monitoring by NBPco together with the right for the Minister, without limiting or affecting NBPco's general obligation to monitor, to carry out its own monitoring in accordance with Paragraphs 1.6 (Monitoring of Performance) to 1.7 (Monitoring of Performance) (inclusive) and Paragraph 4 (Performance Verification), in order to evaluate NBPco's monitoring and its attainment of the standards required of it pursuant to this Agreement.
- 1.2 NBPco shall:
- 1.2.0 monitor its performance and provision of the Services, Wholesale Products and Network in accordance with the provisions of this Agreement; and
  - 1.2.1 maintain records of any Performance Failures; and
  - 1.2.2 without limiting any other of the Minister's rights under this Agreement, provide the Minister upon reasonable notice full access to all relevant records, documents, systems and similar which NBPco uses to monitor the performance and provision of the Services, Wholesale Products and Network.
- 1.3 Without prejudice to Clause 59 (Requests for Information), any Audit Right or the provisions of Schedule 6.5 (Reports and Records) and subject to Paragraph 1.4 (Monitoring of Performance), the Minister shall not exercise its rights under Paragraph 1.2.3 (Monitoring of Performance) more than once in each Contract Year.
- 1.4 The frequency limit in Paragraph 1.3 (Monitoring of Performance) shall not apply:
- 1.4.0 where the Minister is obliged under Law from time to time to access such records, documents, systems and similar which NBPco uses to monitor the performance and provision of the Services, Wholesale Products and Network; or
  - 1.4.1 where there has been a non-trivial breach of this Agreement or the Minister reasonably suspects a non-trivial breach of this Agreement.
- 1.5 NBPco shall perform its monitoring obligations under this Schedule so as to facilitate the proper application of Schedule 5.1 (Subsidy Payments) and this Schedule.
- 1.6 The Minister may from time to time elect, at its own cost, to undertake its own performance monitoring at any stage during the Contract Period for any purpose including in order to ensure that the Services, Wholesale Products and Network are being performed and provided subject to, and in accordance with, this Agreement. NBPco shall use all reasonable endeavours to assist the Minister with such an exercise. The Minister is entitled but not obliged, and without prejudice to its other rights, to notify NBPco of all or part of the outcome of the Minister's performance monitoring exercise pursuant to this Paragraph, and NBPco shall have due regard to the Minister's comments (if any) in relation to NBPco's performance and provision of the Services, Wholesale Products and Network.
- 1.7 If and to the extent the Minister elects to undertake its own performance monitoring pursuant to Paragraph 1.6 (Monitoring of Performance), the Minister may, in its absolute



discretion, attend with NBPco and/or NBPco Personnel while NBPco conducts its own monitoring pursuant to Paragraph 1.2 (Monitoring of Performance) and jointly monitor any aspect of the Services, Wholesale Products or Network.

## **2 PERFORMANCE MONITORING AND PERFORMANCE REVIEW**

2.1 Within ten (10) Working Days of the end of each Measurement Period, NBPco shall provide a report to the Minister which summarises the performance by NBPco against each of the Performance Indicators (the “**Performance Monitoring Report**”). Where that Measurement Period is also the last Measurement Period in a Contract Year, within twenty (20) Working Days of receiving the Performance Monitoring Report the Minister shall provide a report to NBPco’s Representative which summarises the Minister’s assessment of NBPco’s performance over the relevant Contract Year as more particularly described in Paragraph 2.3 (Performance Monitoring and Performance Review) (the “**Balanced Scorecard Report**”).

### **Performance Monitoring Report**

2.2 The Performance Monitoring Report shall be in such form as agreed between the Parties from time to time and shall include, as a minimum, the following information:

2.2.0 information in respect of the Measurement Period just ended, namely:

- (A) for each Key Performance Indicator and Subsidiary Performance Indicator, the actual performance achieved over the Measurement Period, and that achieved over the previous four (4) Measurement Periods, which shall, as a minimum, comply with the requirements set out in Appendix 5 (Reporting Requirements) of Schedule 2.4 (Operational Performance);
- (B) a summary of all Performance Failures that occurred during the Measurement Period;
- (C) the severity level of each KPI Failure and each PI Failure which occurred during the Measurement Period and whether each KPI Failure and each PI Failure which occurred during the Measurement Period fell below the respective KPI Performance Threshold or PI Performance Threshold;
- (D) which Performance Failures remain outstanding and details of NBPco’s progress in resolving them;
- (E) for any Material KPI Failures or Material PI Failures occurring during the Measurement Period, the cause of the relevant KPI Failure or PI Failure and the action being taken by NBPco to reduce the likelihood of recurrence;
- (F) the status of any outstanding Remedial Plan or on-going Remedial Plan Processes, including:
  - (1) whether or not a Remedial Plan has been agreed; and
  - (2) where a Remedial Plan has been agreed, a summary of NBPco’s progress in implementing that Remedial Plan;

- (G) for any Repeat KPI Failures and Persistent PI Failures, actions taken to resolve the underlying cause and prevent recurrence;
- (H) the number of Performance Points awarded in respect of each KPI Failure;
- (I) the Performance Credits to be applied, indicating the KPI Failure(s) to which the Performance Credits relate;
- (J) the conduct and performance of any agreed periodic tests that are required in relation to the Network or the Services;
- (K) relevant particulars of any aspects of NBPco's performance which fail to meet the requirements of this Agreement;
- (L) a record of the Changes requested or proposed by either Party during the Measurement Period;
- (M) such additional information required in relation to the monitoring, recording and auditing of Operational Performance, in accordance with the reporting requirements set out in Appendix 5 (Reporting Requirements) of Schedule 2.4 (Operational Performance); and
- (N) such other details as the Minister may reasonably require from time to time; and

2.2.1 information in respect of previous Measurement Periods, namely:

- (A) a rolling total of the number of Performance Failures that have occurred over the past four (4) Measurement Periods; and
- (B) the amount of Performance Points and Performance Credits that have been incurred by NBPco over the past four (4) Measurement Periods; and

2.2.2 information in respect of the next two Quarters, namely, any scheduled Service Downtime for Permitted Maintenance that has been agreed between the Minister and NBPco for the next two (2) Quarters.

### **Balanced Scorecard Report**

2.3 The Balanced Scorecard Report shall be prepared by the Minister in the manner described in Part 3 (Balanced Scorecard) of Appendix 1 (Key Performance Indicators, Subsidiary Performance Indicators and Balanced Scorecard Report) of this Schedule. The Balanced Scorecard Report shall be presented by the Minister in the form of a dashboard and, as a minimum, shall include a summary of NBPco's performance under the Agreement over the relevant Contract Year (i.e. over the last four Quarters), including details of NBPco's performance in respect of the following areas (which are further described in Part 3 (Balanced Scorecard) of Appendix 1 (Key Performance Indicators, Subsidiary Performance Indicators and Balanced Scorecard Report) of this Schedule):

2.3.0 service performance;

2.3.1 financial performance;

- 2.3.2 collaborative behaviour; and
- 2.3.3 relationship management.
- 2.4 The Performance Monitoring Report and the Balanced Scorecard Report shall be reviewed and their contents agreed by the Parties at the next Performance Review Meeting held in accordance with Paragraph 2.6 (Performance Monitoring and Performance Review).
- 2.5 If the Minister does not agree the content of the Performance Monitoring Report and/or NBPco does not agree the content of the Balanced Scorecard Report, the Minister or NBPco (as applicable) shall notify the other Party within ten (10) Working Days of its receipt of the relevant report, and the Parties shall meet with a view to resolving any such disagreement. Unless otherwise agreed by the Parties, where the matter has not been resolved at such meeting, the matter shall be treated as a Dispute.
- 2.6 The Parties shall attend meetings on a Quarterly basis (unless otherwise agreed by the Parties) to review the Performance Monitoring Reports and on an annual (i.e. Contract Year) basis to review the Balanced Scorecard Reports (“**Performance Review Meetings**”). The Performance Review Meetings shall (unless otherwise agreed by the Parties):
  - 2.6.0 take place not later than twenty (20) Working Days from the date on which the Performance Monitoring Report is issued by NBPco where that Measurement Period is not the last Measurement Period in a Contract Year;
  - 2.6.1 take place not later than thirty (30) Working Days from the date on which the Performance Monitoring Report is issued by NBPco where that Measurement Period is the last Measurement Period in a Contract Year;
  - 2.6.2 take place at such location and time (within normal business hours) as the Minister reasonably requires (unless otherwise agreed by the Parties in advance); and
  - 2.6.3 be attended by the NBPco Representative and the Minister’s Representative.
- 2.7 The Minister is entitled to raise any reasonable additional questions and/or request any further reasonable information from NBPco regarding any KPI Failure and/or PI Failure and NBPco shall answer those questions and provide such requested information as soon as reasonably practicable.
- 2.8 The Minister is entitled to use the Balanced Scorecard Report, at its sole discretion, for the following purposes:
  - 2.8.0 sharing details of NBPco’s performance under the Agreement with Government or other Public Service Bodies, or other relevant public bodies, the Regulator, the Agency, Regulatory Bodies, the European Regional Development Fund and/or the European Commission bodies as permitted under this Agreement or as required under Law or State Aid Decision;
  - 2.8.1 publicising details of NBPco’s performance under the Agreement as permitted by this Agreement;
  - 2.8.2 informing its decision making in relation to Change Requests made by NBPco including any regarding New Wholesale Products (including with respect to

Other Permitted Wholesale Products) or decreases or increases to the Intervention Area; and

2.8.3 any other purpose which is consistent with, or permitted by, the provisions of this Agreement.

### **3 PERFORMANCE RECORDS**

3.1 NBPco shall keep appropriate documents and records in accordance with Best Industry Practice (including those set out in Schedule 2.4 (Operational Performance)) in relation to the Services. Without limiting or affecting any Audit Rights under this Agreement, NBPco shall make the records and documents of NBPco available for inspection by the Minister and/or its nominee upon reasonable notice and during normal business hours on a Working Day at NBPco's offices. The Minister and/or its nominee may make copies of any such records and documents subject to reasonable notice being given.

3.2 Without limiting or affecting Paragraph 3.1 (Performance Records), NBPco shall provide to the Minister as soon as reasonably practicable all such supporting documentation as the Minister may reasonably require in order to verify the level of the performance of NBPco and the calculations of the amount of Performance Credits for any specified period during the Contract Period.

### **4 PERFORMANCE VERIFICATION**

4.1 The Minister reserves the right to verify the Availability of the Network and/or the Services and NBPco's performance under this Agreement against the Performance Indicators, including by undertaking periodic tests of the Network, Wholesale Products and/or the Services or otherwise, provided that such tests shall not interfere with the Network Availability and/or the Service Availability.

4.2 If, and to the extent that, either Party identifies (through performance verification or otherwise) one or more errors in a Performance Monitoring Report for a prior Measurement Period that has resulted in the Performance Points and Performance Credits being understated for that Measurement Period, then:

4.2.0 within ten (10) Working Days of the error being identified the relevant Performance Monitoring Report shall be updated by NBPco to correct the error and the updated Performance Monitoring Report shall be submitted to the Minister;

4.2.1 the amount by which the Performance Points were understated in the original Performance Monitoring Report shall be multiplied by a factor of 1.5 (i.e. uplifted by 50%), and that higher number of Performance Points shall be accepted by NBPco as being the Performance Points accrued by NBPco in respect of that error. The higher number of Performance Points (i.e. including the uplift of 50%) shall be included by NBPco within the updated Performance Monitoring Report for the Measurement Period;

4.2.2 the Performance Credit Correction Payment due in respect of that Measurement Period shall be calculated by the Minister and notified to NBPco based on the difference between the Performance Points stated in the updated Performance Monitoring Report and the Performance Points stated in the original Performance Monitoring Report;

- 4.2.3 if NBPco does not agree with the Minister's calculation of the Performance Credit Correction Payment it shall notify the Minister within fifteen (15) Working Days of NBPco's receipt of notice of the Performance Credit Correction Payment from the Minister;
- 4.2.4 to the extent that NBPco has not disputed the calculation of the Performance Credit Correction Payment in accordance with Paragraph 4.2.4 (Performance Verification), NBPco shall pay to the Minister the Performance Credit Correction Payment within thirty (30) days of the Minister notifying NBPco of its calculation of the Performance Credit Correction Payment; and
- 4.2.5 in the event NBPco disputes any or all of the Performance Credit Correction Payment in accordance with Paragraph 4.2.4 (Performance Verification) such shall be treated as a Dispute. NBPco shall pay the undisputed portion of the Performance Credit Correction Payment in accordance with Paragraph 4.2.5 (Performance Verification). The disputed portion of the Performance Credit Correction Payment shall, to the extent applicable, become payable on conclusion of, the Dispute Resolution Procedure in respect of that matter.

**APPENDIX 1**

**KEY PERFORMANCE INDICATORS, SUBSIDIARY PERFORMANCE INDICATORS AND BALANCED SCORECARD REPORT**

**PART 1**

**KEY PERFORMANCE INDICATORS AND SUBSIDIARY PERFORMANCE INDICATORS TABLES**

The Key Performance Indicators and Subsidiary Performance Indicators that apply to the Services are set out below:

**1 KEY PERFORMANCE INDICATORS**

No.	Key Performance Indicator title	Definition and measure	Measurement Period and method of measurement	Severity levels	Performance Points
KPI 1A	Minimum Bitstream Wholesale Product  Minimum Download Speed	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]		[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
KPI 1B	Minimum Bitstream	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

No.	Key Performance Indicator title	Definition and measure	Measurement Period and method of measurement	Severity levels	Performance Points
	Wholesale Product	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Minimum Upload Speed			[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
KPI 1C	Minimum Bitstream Wholesale Product	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Minimum Service Availability	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
KPI 2A	VUA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Minimum Download Speed	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
KPI 2B	VUA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

No.	Key Performance Indicator title	Definition and measure	Measurement Period and method of measurement	Severity levels	Performance Points
	Minimum Upload Speed	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
KPI 2C	VUA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Minimum Service Availability	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
KPI 3A	Alternative Bitstream Wholesale Product	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Minimum Download Speed	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



No.	Key Performance Indicator title	Definition and measure	Measurement Period and method of measurement	Severity levels	Performance Points
KPI 3B	Alternative Bitstream Wholesale Product  Minimum Upload Speed	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
KPI 3C	Alternative Bitstream Wholesale Product  Minimum Service Availability	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
KPI 4A	Availability of Universal Wholesale Gateway	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

No.	Key Performance Indicator title	Definition and measure	Measurement Period and method of measurement	Severity levels	Performance Points
				[REDACTED]	[REDACTED]
KPI 4B	Availability of OSS/BSS	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
KPI 5	Availability of Secure Portal	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
KPI 6	Availability of Public Portal	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]

No.	Key Performance Indicator title	Definition and measure	Measurement Period and method of measurement	Severity levels	Performance Points
			[REDACTED]	[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
KPI 7A	Provisioning Time (excluding Initial Non-Standard Connections) [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
KPI 7B	Provisioning Time (excluding Initial Non-Standard Connections) [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
KPI 7C	Provisioning Time (excluding Initial Non-	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]

No.	Key Performance Indicator title	Definition and measure	Measurement Period and method of measurement	Severity levels	Performance Points
	Standard Connections)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]			[REDACTED]	[REDACTED]
	[REDACTED]			[REDACTED]	[REDACTED]
KPI 7D	Provisioning Time (excluding Initial Non-Standard Connections)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
KPI 7E	Provisioning Time (excluding Initial Non-Standard Connections)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
KPI 7F		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

No.	Key Performance Indicator title	Definition and measure	Measurement Period and method of measurement	Severity levels	Performance Points
	Provisioning Time (excluding Initial Non-Standard Connections) [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
KPI 8A	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
KPI 8B	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]

No.	Key Performance Indicator title	Definition and measure	Measurement Period and method of measurement	Severity levels	Performance Points
KPI 8C	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
KPI 9	Number of End User Faults per Contract Year	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
KPI 10A	End User Fault Repair Time [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]

No.	Key Performance Indicator title	Definition and measure	Measurement Period and method of measurement	Severity levels	Performance Points
				[REDACTED]	[REDACTED]
KPI 10B	End User Fault Repair Time [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
KPI 10C	End User Fault Repair Time [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
KPI 10D	End User Fault Repair Time	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]

No.	Key Performance Indicator title	Definition and measure	Measurement Period and method of measurement	Severity levels	Performance Points
	(Exceeding [REDACTED] )			[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
KPI 11	Passive Wholesale Product Access Time	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
KPI 12	Wholesale Product Benchmarking Rules and Wholesale Pricing Rules and Future Proofing	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]
KPI 13	Retail Pricing Rules			[REDACTED]	[REDACTED]
				[REDACTED]	[REDACTED]



No.	Key Performance Indicator title	Definition and measure	Measurement Period and method of measurement	Severity levels	Performance Points
		[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]		[REDACTED]	[REDACTED]
KPI 14	Discrimination Event	[REDACTED]		[REDACTED]	[REDACTED]
		[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
KPI 15A	Notifications to Service Providers	[REDACTED]		[REDACTED]	[REDACTED]
		[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

No.	Key Performance Indicator title	Definition and measure	Measurement Period and method of measurement	Severity levels	Performance Points
KPI 15B	Notifications to Minister	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED] [REDACTED]		[REDACTED]	[REDACTED]
		[REDACTED]		[REDACTED]	[REDACTED]
		[REDACTED]		[REDACTED]	[REDACTED]
		[REDACTED]		[REDACTED]	[REDACTED]
KPI 16A	Quarterly Management Information (QMI)  (all QMI Categories)	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED] [REDACTED]		[REDACTED]	[REDACTED]
		[REDACTED]		[REDACTED]	[REDACTED]
		[REDACTED]		[REDACTED]	[REDACTED]
		[REDACTED]		[REDACTED]	[REDACTED]
KPI 16B	Annual Management Information (AMI)  (all AMI Categories)	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED] [REDACTED]		[REDACTED]	[REDACTED]
		[REDACTED]		[REDACTED]	[REDACTED]
		[REDACTED]		[REDACTED]	[REDACTED]

No.	Key Performance Indicator title	Definition and measure	Measurement Period and method of measurement	Severity levels	Performance Points
		[REDACTED]  <b>Appendix 5</b> [REDACTED]		[REDACTED]	[REDACTED]
KPI 16C	Monthly Management Information (MMI)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]		[REDACTED]	[REDACTED]
		[REDACTED]		[REDACTED]	[REDACTED]
		[REDACTED]		[REDACTED]	[REDACTED]
		[REDACTED]		[REDACTED]	[REDACTED]
KPI 17	Persistent PI Failure	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]		[REDACTED]	[REDACTED]
		(a) [REDACTED]		[REDACTED]	[REDACTED]
		[REDACTED]		[REDACTED]	[REDACTED]
		(b) [REDACTED]		[REDACTED]	[REDACTED]

Up to date as at 7 January 2022  
Redacted Version  
Schedule 6.7 – Performance Levels

No.	Key Performance Indicator title	Definition and measure	Measurement Period and method of measurement	Severity levels	Performance Points
		[REDACTED]			

## 2 SUBSIDIARY PERFORMANCE INDICATORS

No.	Subsidiary Performance Indicator title	Definition and measure	Measurement Period and method of easurement	Severity levels
PI 1A	Minimum Bitstream Wholesale Product  Latency	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]
				[REDACTED]
				[REDACTED]
				[REDACTED]
PI 1B	Minimum Bitstream Wholesale Product  Jitter	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]
				[REDACTED]
				[REDACTED]
				[REDACTED]
PI 1C	Minimum Bitstream Wholesale Product  Packet Loss	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]
				[REDACTED]
				[REDACTED]
				[REDACTED]
		[REDACTED]		[REDACTED]

PI 2A	Minimum VUA Wholesale Product  Latency	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
			[REDACTED] [REDACTED]	[REDACTED]
				[REDACTED]
				[REDACTED]
PI 2B	Minimum VUA Wholesale Product  Jitter	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
			[REDACTED] [REDACTED]	[REDACTED]
				[REDACTED]
				[REDACTED]
PI 2C	Minimum VUA Wholesale Product  Packet Loss	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
			[REDACTED] [REDACTED]	[REDACTED]
				[REDACTED]
				[REDACTED]
PI 3A	Alternative Bitstream Wholesale Product  Latency	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
			[REDACTED] [REDACTED]	[REDACTED]
				[REDACTED]
				[REDACTED]
		[REDACTED]		[REDACTED]

PI 3B	Alternative Bitstream Wholesale Product  Jitter	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
			[REDACTED] [REDACTED]	[REDACTED]
			[REDACTED]	[REDACTED]
			[REDACTED]	[REDACTED]
PI 3C	Alternative Bitstream Wholesale Product  Packet Loss	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
			[REDACTED] [REDACTED]	[REDACTED]
			[REDACTED]	[REDACTED]
			[REDACTED]	[REDACTED]
PI 4	Backhaul Utilisation	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
			[REDACTED] [REDACTED]	[REDACTED]
			[REDACTED]	[REDACTED]
			[REDACTED]	[REDACTED]
PI 5A	End User Appointments	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
			[REDACTED] [REDACTED]	[REDACTED]
			[REDACTED]	[REDACTED]
			[REDACTED]	[REDACTED]
PI 5B	End User	[REDACTED]	[REDACTED]	[REDACTED]

	Appointments (Rescheduled)	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
PI 5C	End User Appointments Rescheduled	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
PI 6A	End User Migration Migration of Service within [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
PI 6B	End User Migration Migration of Service within [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
PI 7A		[REDACTED]	[REDACTED]	[REDACTED]



	Related End User Faults [REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
PI 7B	Related End User Faults [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
PI 8A	Billing Enquiries [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
PI 8B	Billing Enquiries [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
PI 8C		[REDACTED]	[REDACTED]	[REDACTED]

	Billing Enquiries (closed in [REDACTED])	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
PI 8D	Billing Enquiries (closed in [REDACTED])	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
PI 8E	Billing Enquiries (automated response)	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
PI 9A	Provisioning Time Type 2 Connections [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
			[REDACTED]	[REDACTED]

PI 9B	Provisioning Time [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
				[REDACTED]
				[REDACTED]
				[REDACTED]
PI 9C	Provisioning Time [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
				[REDACTED]
				[REDACTED]
				[REDACTED]
PI 10	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]
				[REDACTED]
				[REDACTED]
				[REDACTED]
PI 11	Network Availability	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]
				[REDACTED]
				[REDACTED]
				[REDACTED]
PI 12		[REDACTED]	[REDACTED]	[REDACTED]

	Support Desk Response Time	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
PI 13	InterConnect delivery	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
PI 14A	Co-Location Provision	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]

				[REDACTED]
				[REDACTED]
				[REDACTED]
PI 14B	Co-Location Provision	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
PI 15A	Duct Access pre-order surveys  (Within [REDACTED])	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
PI 15B			[REDACTED]	[REDACTED]

	Duct Access pre-order surveys  (Within [REDACTED])	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
PI 15C	Provision of multiple Duct Access pre-order survey/design results within the same local area	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
PI 16A	Duct Access service provision (Within [REDACTED])	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
PI 16B	Duct Access service provision	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]

	(Within [REDACTED])		[REDACTED]	[REDACTED]
				[REDACTED]
				[REDACTED]
				[REDACTED]
PI 16C	Provision of multiple Duct Access route connections within the same local area	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
PI 17A	Pole Access Product pre-order design  (Within [REDACTED])	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
PI 17B	Provision of multiple Pole Access	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]

	Product pre-order survey/design results within the same local area		[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
PI 18A	Pole Access Product price estimate  (Within [REDACTED])	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
PI 18B	Provision of multiple Pole Access Product price estimates within the same local area	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
PI 19A	Pole Access Product service provisioning  (Within [REDACTED])	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]



				[REDACTED]
PI 19B	Provision of multiple Pole Access Product route preparations	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]
				[REDACTED]
				[REDACTED]
				[REDACTED]
				[REDACTED]
PI 20	Dark Fibre Product pre-order design  (Within [REDACTED])	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]
				[REDACTED]
				[REDACTED]
				[REDACTED]
				[REDACTED]

PI 21	Dark Fibre Product service provision	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]
PI 22	Radio Tower and Mast Access pre-order design	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]
PI 23	Radio Tower and Mast Access price	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]
PI 24	Radio Tower and Mast Access service provisioning	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]
PI 25	Transmission Product pre-order design	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]
				[REDACTED]
				[REDACTED]
				[REDACTED]
				[REDACTED]
PI 26	Transmission Product service	[REDACTED]	[REDACTED]	[REDACTED]

	provisioning	[REDACTED]	[REDACTED] [REDACTED]	
PI 27	Provisioning Time	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]
	[REDACTED]			
	Initial Non – Standard Connections			
	[REDACTED]			
	[REDACTED]			

## PART 2 (WORKED EXAMPLES)

### 1 WORKED EXAMPLES FOR KPI MEASURED IN WORKING DAYS

#### **Example 1:**

In respect of the Provisioning Time for a new Connection, if:

- A Connection Request was received on Monday 6 February before the end of the Working Day; and
- The Connection was completed on Monday 20 February before the end of the Working Day; and
- There are no public holidays in this period;

then:

- Monday 6 February is “**working day zero**”;
- Tuesday 7 February is “**working day one**”; and
- Monday 20 February is “**working day ten**”.

Accordingly, the Provisioning Time for that Connection is ten (10) Working Days.

#### **Example 2:**

In respect of the Provisioning Time for a new Connection, if:

- A Connection Request was received on Monday 6 February after the end of the Working Day; and
- The Connection was completed on Monday 20 February before the end of the Working Day; and
- There are no public holidays in this period;

then:

- Monday 6 February is not counted as the request was received after the end of the Working Day;
- Tuesday 7 February is “**working day zero**” (i.e. assumed to be the Working Day that the request was received);
- Wednesday 8 February is “**working day one**”; and
- Monday 20 February is “**working day nine**”.

Accordingly, the Provisioning Time for that Connection is nine (9) Working Days.

For the purposes of determining the applicable severity level for a KPI or PI in this Schedule 6.7 (Performance Levels), any measurement including part of a Working Day shall be rounded up to the next whole Working Day. For example, an exceedance of 6.1 or an exceedance of 6.5 Working Days shall be considered for the purposes of determining the applicable severity level as being an exceedance of 7 Working Days.

### PART 3 (BALANCED SCORECARD)

#### 1 BALANCED SCORECARD REPORT

1.1 The Balanced Scorecard Report prepared by the Minister shall comprise the following four elements (each of which shall be known as a “quadrant”):

1.1.0 Service performance;

1.1.1 financial performance;

1.1.2 collaborative behaviour; and

1.1.3 relationship management.

1.2 Each quadrant shall contain a number of indicators, which shall provide the basis on which the Minister shall assess NBPco’s performance in respect of that quadrant. The Minister shall assess NBPco’s performance in respect of each indicator using a RAG (Red Amber Green) rating system, which is described in Paragraph 1.5 (Balanced Scorecard Report).

1.3 The indicators that shall be assessed in respect of each quadrant are as follows:

Quadrant	Indicator	Description including example factors / metrics
Service performance	Service Availability	<ul style="list-style-type: none"> <li>• KPI 1C</li> <li>• KPI 2C</li> <li>• KPI 3C</li> <li>• KPI 4A, 4B</li> <li>• KPI 5</li> <li>• KPI 6</li> <li>• PI 11</li> </ul>
	Service performance	<ul style="list-style-type: none"> <li>• KPI 1A, 1B</li> <li>• KPI 2A, 2B</li> <li>• KPI 3A, 3B</li> <li>• KPI 9</li> <li>• KPI 11</li> <li>• KPI 12</li> <li>• KPI 13</li> <li>• KPI 14</li> <li>• KPI 15A, 15B</li> <li>• KPI 16A to 16C</li> <li>• PI 1A to 1C</li> <li>• PI 2A to 2C</li> <li>• PI 3A to 3C</li> <li>• PI 4</li> <li>• PI 5A to 5C</li> <li>• PI 6A, 6B</li> <li>• PI 8A to 8E</li> <li>• PI 9A to 9C</li> <li>• PI 13</li> <li>• PI 14A to 14B</li> <li>• PI 15A to 15C</li> </ul>

		<ul style="list-style-type: none"> <li>PI 16A to 16C</li> <li>PI 17A to 17B</li> <li>PI 18A to 18B</li> <li>PI 19A to 19B</li> <li>PI 20</li> <li>PI 21</li> <li>PI 22</li> <li>PI 23</li> <li>PI 24</li> <li>PI 25</li> <li>PI 26</li> <li>PI 27</li> </ul>
	Resolution	<ul style="list-style-type: none"> <li>KPI 7A to 7F</li> <li>KPI 8A to 8C</li> <li>KPI 10A to 10D</li> <li>KPI 17</li> <li>PI 7A, 7B</li> <li>PI 10</li> <li>PI 12</li> </ul>
	Innovation and continuous improvement	<ul style="list-style-type: none"> <li>Identifying, supporting and delivering opportunities for innovation and continuous improvement in the Services and Network</li> </ul>
	Service Provider satisfaction	<ul style="list-style-type: none"> <li>Service Provider Satisfaction Survey results</li> </ul>
Financial performance	Performance Credits	<ul style="list-style-type: none"> <li>Performance Points accrued</li> <li>Performance Credits applied</li> </ul>
	Financial transparency	<ul style="list-style-type: none"> <li>Consistency and compliance of NBPCo and Key Subcontractors with the financial transparency requirements obligations under the Agreement: Clause 27 (Subsidy Payments), Clause 29 (Project Financial Model), Clause 30 (State Aid), Clause 41 (Eligibility Requirements for ERDF Funding), Clause 47 (Audit), Clause 48 (Records and Reports), Schedule 5.1 (Subsidy Payments), Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules), Schedule 5.3 (The Project Financial Model), Schedule 5.4 (Eligibility Requirements for ERDF Funding), Schedule 5.5 (Accounting Separation), Schedule 6.5 (Reports and Records), Schedule 6.10 (Independent Assurance) and Schedule 6.11 (Audits).</li> </ul>
	Financial compliance	<ul style="list-style-type: none"> <li>Compliance with the financial requirements under the Agreement, including : Clause 27 (Subsidy Payments), Clause 29 (Project Financial Model), Clause 30 (State Aid), Clause 41 (Eligibility Requirements for ERDF Funding), Clause 47 (Audit), Clause 48 (Records and Reports), Schedule 5.1 (Subsidy Payments), Schedule 5.2 (Wholesale Prices, Price</li> </ul>

		Benchmarking Rules and Wholesale Product Benchmarking Rules, Schedule 5.3 (The Project Financial Model), Schedule 5.4 (Eligibility Requirements for ERDF Funding), Schedule 5.5 (Accounting Separation), Schedule 6.5 (Reports and Records), Schedule 6.10 (Independent Assurance) and Schedule 6.11 (Audits).
	NBPco investment	<ul style="list-style-type: none"> <li>NBPco performance in respect of investment commitments in NBPco’s Solution, the Agreement and any agreed Changes (including reinvestment in the Network and Services)</li> </ul>
	Demand stimulation	<ul style="list-style-type: none"> <li>Effective delivery of communications strategy and marketing plans (Schedules 2.6 (Communications, Demand Stimulation and Brand Plan) and 3.6 (NBPco Solution – Communications, Demand Stimulation and Brand Plan))</li> </ul>
Collaborative behaviour	Collaborate	<ul style="list-style-type: none"> <li>Collaborate, co-ordinate and co-operate positively with Service Providers, with third party suppliers, with the Regulator, the Agency, Regulatory Bodies and with the Minister to resolve Service and Network issues and achieve successful outcomes for the Services and Network in an efficient and effective manner</li> </ul>
	Non-discrimination	<ul style="list-style-type: none"> <li>NBPco operating in all respects on a Non-Discriminatory Basis</li> </ul>
	Openness	<ul style="list-style-type: none"> <li>Communicate openly, transparently and honestly with Service Providers, Other NBP Supplier, with third party suppliers, with the Regulator, the Agency, Regulatory Bodies and with the Minister about their concerns, issues or opportunities, fully explaining positions, creating a culture of openness and a willingness to take time to listen to and consider the views of others</li> </ul>
	Customers first	<ul style="list-style-type: none"> <li>Putting the End Users’ needs first</li> <li>Resolving and fixing service issues first to facilitate the best outcomes for the End User with Premises in the Intervention Area, deferring resolution of any attendant commercial, financial or liability issues</li> </ul>
Relationship management	Partnership working	<ul style="list-style-type: none"> <li>Working collaboratively with the Minister to address the Minister’s requirements in the most efficient and cost effective way.</li> </ul>
	Service and contract management	<ul style="list-style-type: none"> <li>Adopting management practices that provide a sound basis for effective operational and contractual control.</li> </ul>
	Reporting	<ul style="list-style-type: none"> <li>Quality and timeliness of NBPco’s reporting to the Minister in accordance with the terms of the Agreement and Schedules</li> </ul>



- 1.4 The table above presents a number of example factors / metrics that the Minister may consider when assessing the performance of NBPco in respect of each indicator and quadrant.
- 1.5 The Minister shall assess NBPco’s performance in respect of each indicator using the following RAG (Red Amber Green) rating system:

Rating	Description
Green	Evidence demonstrates that NBPco has met or has exceeded the requirement in all or a significant majority of respects with only minor exceptions
Amber	Evidence demonstrates that NBPco has met the requirements in most respects but there are some notable exceptions
Red	Evidence fails to demonstrate that NBPco has met the requirements in most respects or demonstrates that NBPco has failed to meet the requirements in many respects

- 1.6 The conclusions of the Balanced Scorecard Report shall be presented in the form of a dashboard, the format of which shall be similar to the following example:

Example Balanced Scorecard Report dashboard

Service Performance (KPI & PI)		Financial Performance	
Service Availability	R	Performance Credits	R
Service Performance	G	Financial Transparency	G
Resolution	G	Financial Compliance	G
Innovation & Improvement	G	NBPco Investment	R
Service Provider Satisfaction	A	Demand stimulation	A
Collaborative Behaviours	SUPPLIER NAME	Relationship Management	
Collaborate	G	Partnership Working	A
Non-discrimination	A	Contract Management	G
Openness	G	Reporting	G
Customers First	G		

## 2 SATISFACTION SURVEYS

- 2.1 In order to assess the level of performance of NBPco, the Minister may undertake satisfaction surveys in respect of Service Providers (each such survey a “**Satisfaction Survey**”), the results of which may be reflected in the Balanced Scorecard Report. The subject matter of the Satisfaction Surveys may include:

- 2.1.0 the Service Providers' assessment of NBPco's performance against the Key Performance Indicators and Subsidiary Performance Indicators; and/or
  - 2.1.1 the Service Providers' assessment of NBPco's performance in respect of the collaborative behaviour indicators in the Balanced Scorecard Report as set out in this Part 3 (Balanced Scorecard) of Appendix 1 (Key Performance Indicators, Subsidiary Performance Indicators and Balanced Scorecard Report) of this Schedule.
- 2.2 The Minister shall reflect in the Balanced Scorecard Report any aspects of NBPco's performance of the Wholesale Products, the Services or the Network which the responses to the Satisfaction Surveys reasonably suggest are not meeting the Service Requirements, Target Performance Levels or the NBPco Solution.

**APPENDIX 2 (NOTIFICATIONS TO SERVICE PROVIDERS AND NOTIFICATION TIMES)**

Notifications to Service Providers	Agreement Clause / Schedule reference	Notification Time	Notification Time measured from: (i.e. when clock starts)	Notification Time measured to: (i.e. when clock stops)
Advance notice for all New Wholesale Products, enhanced Wholesale Products, changes of functionality/upgrade of the UWG and new testing	Paragraph 3.5.8 (Product Requirements, Evolution and Roadmap) of Schedule 2.1 (Technical Solution Specification)	Six (6) months advance notice provided to all Service Providers	NBPco notifies all Service Providers simultaneously of New Wholesale Products / enhanced Wholesale Product / changes of functionality/upgrade of the UWG / new testing (as applicable)	Corresponding New Wholesale Product / enhanced Wholesale Product / change to functionality or upgrade of the UWG / new testing (as applicable) made available
Expiration of reservation of pole space	Paragraph 4.2.32(Wholesale Product Specifications), Schedule 2.2 (Reference Offer requirements)	Three (3) months after feasibility validation timestamp	Feasibility confirmed by NBPco (feasibility validation timestamp)	Service Provider notified of expiry of reservation of pole space
Expiration of reservation of duct space	Paragraph 4.2.40(Wholesale Product Specifications), Schedule 2.2 (Reference Offer Requirements)	Three (3) months after feasibility validation timestamp	Feasibility confirmed by NBPco (feasibility validation timestamp)	Service Provider notified of expiry of reservation of duct space

Notifications to Service Providers	Agreement Clause / Schedule reference	Notification Time	Notification Time measured from: (i.e. when clock starts)	Notification Time measured to: (i.e. when clock stops)
Invitation of expressions of interest	Paragraph 7.2.2 (Service Provider Engagement Framework Requirements), Schedule 2.3 (Deployment Requirements)	Within thirty (30) days of the Effective Date	Effective Date	NBPco has:  (A) issued a joint press release the terms of which have been approved in writing by the Minister ; AND (B) published a notice in a national newspaper; AND (C) published a notice on NBPco's website and the Public Portal; AND (D) emailed each of the Service Providers in a list provided by the Minister

Notifications to Service Providers	Agreement Clause / Schedule reference	Notification Time	Notification Time measured from: (i.e. when clock starts)	Notification Time measured to: (i.e. when clock stops)
Further information provided to Service Providers that have expressed an interest	Paragraph 7.2.3 (Service Provider Engagement Framework Requirements), Schedule 2.3 (Deployment Requirements)	Within forty-five (45) days of the Effective Date	Effective Date	NBPCo has, at least, sent the following information to all interested Service Providers: (A) an overview of the Network; <b>AND</b> (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; <b>AND</b> (C) the Implementation Programme; <b>AND</b> (D) the Initial Network Deployment Plan; <b>AND</b> (E) details of the Service Provider Onboarding Process
Service Providers invited to Initial Deployment Meeting	Paragraph 7.2.5 (Service Provider Engagement Framework Requirements), Schedule 2.3 (Deployment Requirements)	Within sixty (60) days of the Effective Date	Effective Date	Date/time Initial Deployment Meeting is held
Dates of Deployment Meetings	Paragraph 7.2.8 (Service Provider Engagement Framework Requirements), Schedule 2.3	Initial Deployment Meeting: within sixty (60) days of Effective Date and at least twenty (20) days in advance of	Publication of meeting details on Public Portal and other websites as directed by the Minister	Date/time relevant Deployment Meeting is held

Notifications to Service Providers	Agreement Clause / Schedule reference	Notification Time	Notification Time measured from: (i.e. when clock starts)	Notification Time measured to: (i.e. when clock stops)
	(Deployment Requirements)	<p>the date of the Initial Deployment Meeting.</p> <p>First Quarterly Deployment Meeting: at least three months in advance of the first Quarterly Deployment Meeting.</p> <p>Second Quarterly Deployment Meeting: at least three (3) months in advance of the second Quarterly Deployment Meeting.</p> <p>Subsequent Deployment Meetings: at least six (6) months in advance of relevant</p>		

Notifications to Service Providers	Agreement Clause / Schedule reference	Notification Time	Notification Time measured from: (i.e. when clock starts)	Notification Time measured to: (i.e. when clock stops)
		meeting		
UWG Releases	Paragraph 5.1.16 (Operational Environment), Schedule 2.4 (Operational Performance)	In accordance with notification period specified for each UWG Release set out under Paragraph 5.1.16, Schedule 2.4 (Operational Performance)	In accordance with Format specified for each UWG Release set out under Paragraph 5.1.16, Schedule 2.4 (Operational Performance)	Implementation of corresponding UWG Release
Incident notifications	Paragraph 8.3.1 (Incident Management), Schedule 2.4 (Operational Performance)	For Severity 1, 2 and 3 Incidents, no less than every two (2) hours	Time when Incident first occurs	Time of Incident Resolution
Wholesale Product introduction	Paragraph 9.2.1 (Product Management), Schedule 2.4 (Operational Performance) and Paragraph 3.2.5 (Implementing Changes) of Appendix 3 (Wholesale Price Control Procedure)	Six (6) months in advance of Wholesale Product introduction	NBPco makes all relevant information publically available (including on the Public Portal and Secure Portal)	New Wholesale Product made available

Notifications to Service Providers	Agreement Clause / Schedule reference	Notification Time	Notification Time measured from: (i.e. when clock starts)	Notification Time measured to: (i.e. when clock stops)
	and Wholesale Product Control Procedure) of Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules)			
Change in a Wholesale Product	Paragraph 9.2.2 (Product Management), Schedule 2.4 (Operational Performance)	Three (3) months in advance of change in a Wholesale Product	NBPCo makes all relevant information publically available (including on the Public Portal and Secure Portal)	Relevant change in a Wholesale Product implemented
Wholesale Product withdrawal or discontinuation	Paragraph 9.6.1 (Product Management), Schedule 2.4 (Operational Performance)	Thirteen (13) months in advance of an In Use Wholesale Product withdrawal or discontinuation  Four (4) months in advance of a Not in Use Wholesale Product withdrawal or discontinuation	NBPCo makes all relevant information publically available (including on the Public Portal and Secure Portal)	Relevant Wholesale Product withdrawn or discontinued



Notifications to Service Providers	Agreement Clause / Schedule reference	Notification Time	Notification Time measured from: (i.e. when clock starts)	Notification Time measured to: (i.e. when clock stops)
Detailed Design documents	Paragraph 1.2.2 (Engagement With Industry), Appendix 4 (Service Provider Engagement Framework), Part 1 (Forums and Documentation), Schedule 2.4 (Operational Performance)	Forty-five (45) days before new or changed Wholesale Products are launched or delivered	NBPco makes relevant Detailed Design document(s) available via NBP Industry Council and Secure Portal	Relevant New Wholesale Product launched or relevant Wholesale Product Change delivered
Wholesale Price increase	Paragraph 3.2.1 (Implementing Changes), Appendix 3 (Wholesale Price Control Procedure and Wholesale Product Control Procedure), Schedule 5.2(Wholesale Prices, Price Benchmarking Rules and Wholesale Product	Three (3) months in advance of Wholesale Price increase	NBPco makes all relevant information publically available (including on the Public Portal and Secure Portal)	Relevant Wholesale Price Change implemented

Notifications to Service Providers	Agreement Clause / Schedule reference	Notification Time	Notification Time measured from: (i.e. when clock starts)	Notification Time measured to: (i.e. when clock stops)
	Benchmarking Rules)			
Wholesale Price decrease	Paragraph 3.2.2 (Implementing Changes), Appendix 3 (Wholesale Price Control Procedure and Wholesale Product Control Procedure), Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules)	Two (2) months in advance of Wholesale Price decrease	NBPco makes all relevant information publically available (including on the Public Portal and Secure Portal)	Relevant Wholesale Price Change implemented.

**APPENDIX 3 (NOTIFICATIONS TO THE MINISTER AND NOTIFICATION TIMES)**

Notifications to the Minister	Agreement Clause / Schedule reference	Notification Time	Notification Time measured from: (i.e. when clock starts)	Notification Time measured to: (i.e. when clock stops)
(and, where required under Law, notification to the Regulator)  Wholesale Product and Wholesale Price introduction	Paragraph 9.2.1 (Product Management), Schedule 2.4 (Operational Performance)	Seven (7) months in advance of Wholesale Product introduction	NBPco notifies the Minister (and, where required under Law, the Regulator) in writing	New Wholesale Product made available
(and, where required under Law, notification to the Regulator)  Wholesale Product Change and Wholesale Price Change	Paragraph 9.2.2 (Product Management), Schedule 2.4 (Operational Performance)	Four (4) months in advance of Wholesale Product Change	NBPco notifies the Minister (and, where required under Law, the Regulator) in writing	Wholesale Product/ Price Change implemented
(and, where required under Law, notification to the Regulator)  Wholesale Product withdrawal and discontinuation	Paragraph 9.6.1 (Product Management), Schedule 2.4 (Operational Performance)	Thirteen (13) months in advance of an In Use Wholesale Product withdrawal or discontinuation  Four (4) months in advance of a Not in Use Wholesale Product withdrawal or discontinuation	NBPco notifies the Minister (and, where required under Law, the Regulator) in writing	Wholesale Product withdrawn or discontinued

Notifications to the Minister	Agreement Clause / Schedule reference	Notification Time	Notification Time measured from: (i.e. when clock starts)	Notification Time measured to: (i.e. when clock stops)
Non-compliance with the Wholesale Pricing Rules	Paragraph 8.4 (Monitoring the Benchmark Reference Price and Compliance with the Wholesale Pricing Rules), Part 1 (Wholesale Pricing Rules) , Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules)	Twenty five (25) Working Days	Date of non-compliance	Notify the Minister
Disagreement with Benchmark Reference Price	Paragraph 9 (Disagreement Regarding the Benchmark Reference Price or Wholesale Pricing Rules), Part 1 (Wholesale Pricing Rules), Schedule 5.2 (Wholesale Prices, Price Benchmarking	Ten (10) Working Days	Notice of disagreement	Notify the Minister

Notifications to the Minister	Agreement Clause / Schedule reference	Notification Time	Notification Time measured from: (i.e. when clock starts)	Notification Time measured to: (i.e. when clock stops)
	Rules and Wholesale Product Benchmarking Rules)			
All Retail Prices for Anchor Retail Products of any Associated RSP	Paragraph 2.3.1 (Retail Margin Squeeze) Part 2 (Retail Pricing Rules), Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules)	Five (5) Working Days in advance of introduction	Date Retail Prices for Anchor Retail Products of any Associated RSP is to become operative	Notify the Minister
All Retail Price amendments to existing Anchor Retail Products of any Associated RSP	Paragraph 2.3.2 (Retail Margin Squeeze), Part 2 (Retail Pricing Rules), Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules)	Five (5) Working Days in advance of introduction	Date Retail Price amendments to existing Anchor Retail Products of any Associated RSP is to become operative	Notify the Minister

Notifications to the Minister	Agreement Clause / Schedule reference	Notification Time	Notification Time measured from: (i.e. when clock starts)	Notification Time measured to: (i.e. when clock stops)
All Retail Prices for new Anchor Retail Products for Associated RSP	Paragraph 2.3.3 (Retail Margin Squeeze), Part 2 (Retail Pricing Rules), Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules)	Five (5) Working Days in advance of introduction	Date Retail Price for new Anchor Retail Products for Associated RSP is to become operative	Notify the Minister
Associated RSP non-compliance with Retail Pricing Rules	Paragraph 5.3.1 (Monitoring Compliance with Retail Pricing Rules), Part 2 (Retail Pricing Rules), Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules)	Twenty five (25) Working Days	Date the difference occurred	Notify the Minister

Notifications to the Minister	Agreement Clause / Schedule reference	Notification Time	Notification Time measured from: (i.e. when clock starts)	Notification Time measured to: (i.e. when clock stops)
Disagreement with Minister's determination on Retail Pricing Rules	Paragraph 6.1 (Disagreement Regarding the Retail Margin Squeeze Test or Retail Pricing Rules), Part 2 (Retail Pricing Rules), Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules)	Ten (10) Working Days	Minister makes a determination	Notify the Minister
Non-compliance with the Wholesale Product Benchmarking Rules	Paragraph 5.4 (Monitoring Compliance with the Wholesale Product Benchmarking Rules), Part 3 (Wholesale Product Benchmarking Rules), Schedule 5.2 (Wholesale	Twenty five (25) Working Days	Date of non-compliance with Wholesale Product Benchmarking Rules	Notify the Minister

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Notifications to the Minister	Agreement Clause / Schedule reference	Notification Time	Notification Time measured from: (i.e. when clock starts)	Notification Time measured to: (i.e. when clock stops)
	Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules)			



**APPENDIX 4 (QUARTERLY MANAGEMENT INFORMATION)**

QMI Category	Reporting Time (Working Days after the end of the relevant Reporting Period)
QMI Category 1 (Products and Pricing)	15 Working Days
QMI Category 2 (Financial)	30 Working Days
QMI Category 3 (Technical)	30 Working Days
QMI Category 4 (Other)	10 Working Days

QMI Category 1 (Products and Pricing)	QMI Category 2 (Financial)	QMI Category 3 (Technical)	QMI Category 4 (Other)
	Management Accounts	Network Build Progress Report	Connections Report (during first 9 Contract Years)
			Performance Monitoring Report
	[REDACTED]		Eir Duct Usage by Deployment Area Report
			Eir Duct Usage per Deployment Area(s) by surface type Report
			[REDACTED]
			EIR MIP Report

### APPENDIX 5 (ANNUAL MANAGEMENT INFORMATION)

AMI Category	Reporting Time (Working Days after the end of the relevant Reporting Period)
AMI Category 1 (Products and Pricing)	30 Working Days
AMI Category 2 (Financial Part 1)	110 Working Days (5 months)
AMI Category 3 (Financial Part 2)	150 Working Days (7 months)
AMI Category 4 (Miscellaneous)	30 Working Days
AMI Category 5 (Other)	20 Working Days

AMI Category 1 (Products and Pricing)	AMI Category 2 (Financial Part 1)	AMI Category 3 (Financial Part 2)	AMI Category 4 (Miscellaneous)	AMI Category 5 (Other)
Wholesale Product and Pricing Report	Project Accounts	Additional Financial Statements	Communications, Demand Stimulation and Brand Plan Annual Report	State Aid Evaluation Report
Future Proofing and Continuous Improvement Report	Separated Accounts	Additional Financial Information	Employment, Training and SME Opportunities Report	DCCAIE Vote Funding Estimates Forecast Report
Total (EIR) Duct Mix Rental Annual Report	Accounting Documentation		Environmental Annual Report	
	Statutory Financial Statements		Security Systems Review Report (if requested)	
			Business Continuity and Disaster Plan Recovery Test and Review Report (if requested)	
			ERDF Publicity Compliance Report	
			ERDF Funding Report	
			Connections Report (from tenth Contract Year on)	
			Management Accounts	

**APPENDIX 6 (MONTHLY MANAGEMENT INFORMATION)**

<b>MMI Category</b>	<b>Reporting Time (Working Days after the end of the relevant Reporting Period)</b>
MMI Category 1 (Products and Pricing)	N/A
MMI Category 2 (Financial)	20 Working Days
MMI Category 3 (Technical)	10 Working Days
MMI Category 4 (Miscellaneous)	N/A

<b>MMI Category 1 (Products and Pricing)</b>	<b>MMI Category 2 (Financial)</b>	<b>MMI Category 3 (Technical)</b>	<b>MMI Category 4 (Miscellaneous)</b>
	Management Accounts	Network Deployment Progress Report	
		Fibre Inventory Management Report	
		PE Tracker	

**APPENDIX 7 – NOT USED**

### APPENDIX 8 (DISCRIMINATION EVENT)

The following table provides examples of potential Discrimination Events. The table does not represent a complete or exhaustive list of Discrimination Events. NBPco must at all times during the Contract Period act in a Non-Discriminatory manner in accordance with the provisions of this Agreement.

Discrimination Event number	Discrimination Event description	Agreement Clause / Schedule reference
1	Not applying the same prices in all circumstances to all Service Providers	Paragraph 7.1 (Transparency and Non-Discrimination) of Part 1 (Wholesale Pricing Rules) of Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules) and Clause 36.1.6 (Non-Discrimination and Transparency)
2	Wholesale Price List not sufficiently unbundled	Paragraph 7.2 (Transparency and Non-Discrimination) of Part 1 (Wholesale Pricing Rules) of Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules)
3	Reference Offer not updated in line with requirements of Paragraph 7.3 (Transparency and Non-Discrimination) and 7.4 (Transparency and Non-Discrimination) of Part 1 (Wholesale Pricing Rules), of Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules)	Paragraph 7.3 (Transparency and Non-Discrimination) and 7.4 (Transparency and Non-Discrimination) of Part 1 (Wholesale Pricing Rules) of Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules)
4	Not applying equivalent conditions to all Service Providers in equivalent circumstances	Clause 36.1.4 (Non-Discrimination and Transparency)
5	Not providing equivalent Wholesale Products to all Service Providers in equivalent circumstances	Clause 36.1.5 (Non-Discrimination and Transparency)
6	Not providing Wholesale Products (including all related services and facilities) and information to Service Providers under equivalent conditions and prices and of the same quality as NBPco provides to	Clause 36.1.7 (Non-Discrimination and Transparency)

	Associated Service Providers and, where NBPco acts as the final retailer of last resort in accordance with the provisions of Clause 19 (Wholesale Products), to NBPco itself	
7	Not ensuring that a Service Provider is treated in a manner consistent with the treatment of any other Service Provider, which could give rise (or reasonably be perceived to give rise) to an advantage or disadvantage in the delivery of products or services	Clause 36.1.8 (Non-Discrimination and Transparency)

1. Where the Minister reasonably believes that a Discrimination Event may have occurred, the Minister shall have the right to undertake an Audit to investigate and determine whether or not a Discrimination Event has actually occurred.
2. The Minister shall notify NBPco in writing of the commencement of the Audit, and this notification shall identify the Discrimination Event that the Minister reasonably believes may have occurred.
3. NBPco shall co-operate fully with the Audit and provide (and shall use all reasonable endeavours to procure that Critical Key Subcontractors and Key Subcontractors provide it with) all rights of access (including access to data and business premises), all permissions and all other rights to the Minister as required under the provisions of Schedule 6.11 (Audits).
4. The Minister shall provide NBPco with an opportunity to submit evidence for the Minister to consider in respect of the Audit and investigation.
5. At the end of the Audit and investigation, the Minister will issue a Discrimination Event Report. The report will identify whether one or more Discrimination Events have occurred, the nature of the Discrimination Event(s), the number of occurrences, the duration and severity of each occurrence, any explanations or mitigating reasons for the occurrence of the Discrimination Event(s), and the Performance Points to be accrued by NBPco in respect of KPI 14 (Discrimination Event).
6. The Performance Points to be accrued by NBPco shall depend on the severity level that the Minister assigns to the Discrimination Event(s) (i.e. minor, serious or severe), with such severity level to be determined by the Minister acting reasonably by reference to the following indicators:
  - (i) Consideration of the circumstances of the Discrimination Event;
  - (ii) The timing and duration of the Discrimination Event;
  - (iii) The number of Service Providers impacted by the Discrimination Event;

- (iv) The number of End Users impacted by the Discrimination Event;
- (v) The financial and/or business impact on those impacted by the Discrimination Event;
- (vi) The financial impact (benefit and/ or burden) to NBPco resulting from the Discrimination Event;
- (vii) The frequency of occurrence (e.g. is it a repeat Discrimination Event or is it similar to another Discrimination Event that occurred during the previous 5 years);
- (viii) Whether there are alleviating factors such as an offer of financial compensation and/or reimbursement by NBPco to Service Providers.