

Up to date as at 7 January 2022
Redacted Version
Schedule 2.4 – Operational Performance

2.4 OPERATIONAL PERFORMANCE

1 INTRODUCTION

1.1 Background

1.1.1 NBPco acknowledges that the day to day operational performance of NBPco during the Operational Period is key to the Minister's policy objective of delivering High Speed Broadband services to IA End Users that:

- (A) are of comparable performance to, and evolve in line with, Equivalent Products in the Excluded Area throughout the Contract Period; and
- (B) meets demand from IA End Users and Service Providers for new product and innovations.

1.2 Structure and content of Schedule

1.2.1 The provisions of this Schedule 2.4 (Operational Performance) set out the Minister's requirements in relation to Operational Performance, and is structured as follows:

- (A) Paragraph 2 (Service Requirements) describes the mandatory nature of this Schedule;
- (B) Paragraph 3 (Structure, Approach and Equipment) sets out NBPco's overall obligations in relation to organisational structure, management approach, and tools and equipment;
- (C) Paragraph 4 (Wholesale Products), Paragraph 5 (Operational Environment) and Paragraph 6 (Network) set out NBPco's obligations in relation to performance management in respect of Wholesale Products, the Operational Environment, and the Network;
- (D) Paragraph 7 (Service Provider Testing and Support Facilities) sets out NBPco's obligations in relation to the provision of test facilities, and the provision of support channels to Service Providers;
- (E) Paragraph 8 (Incident Management) sets out NBPco's obligations in relation to the management and resolution of Incidents;
- (F) Paragraph 9 (Product Management) sets out NBPco's obligations in relation to the establishment of Wholesale Products, the Wholesale Product Roadmap, the Wholesale Product Catalogue, the Premises Database, and Wholesale Product Benchmarking.
- (G) Paragraph 10 (Industry Engagement), in conjunction with Appendix 4 (Service Provider Engagement Framework), sets out NBPco's obligations in relation to industry engagement and its role in enabling and supporting ongoing industry-wide collaboration;
- (H) Paragraph 11 (Reporting and Auditing), in conjunction with Appendix 5 (Reporting Requirements), sets out NBPco's obligations in relation to specific reporting requirements related to the monitoring, recording and auditing of Operational Performance;

- (I) Paragraph 12 (Retail Safeguards) sets out NBPco's obligations in relation to safeguards to protect IA End Users and Service Providers;
- (J) Paragraph 13 (Code of Practice) sets out the obligations NBPco shall follow in connection with the discharging of its functions under the Agreement;
- (K) Appendix 1 (Performance Level Requirements) sets out the KPI and Performance Level requirements which shall be used to measure Operational Performance and requirements in respect of Initial Standard Connections and Initial Non-Standard Connections;
- (L) Appendix 2 (Statement of Requirements and Product Development Processes) sets out the Statement of Requirements (SOR) Process that NBPco shall establish which enables Service Providers to formally request the introduction of a New Wholesale Product or a change to an existing one;
- (M) Appendix 3 (Service Provider Onboarding Process) sets out the Service Provider Onboarding Process that NBPco shall implement for Service Providers who wish to use NBPco's portfolio of Wholesale Products;
- (N) Appendix 4 (Service Provider Engagement Framework) sets out the scope of the Service Provider Engagement Framework;
- (O) Appendix 5 (Reporting Requirements) sets out NBPco's obligations in relation to specific reporting requirements related to the monitoring, recording and auditing of Operational Performance; and
- (P) Appendix 6 (RoLR Authorisation Form) sets out the template of the RoLR Authorisation Form to be used in accordance with the provisions of Clause 19 (Wholesale Products).

1.2.2 The structure of the obligations in Paragraph 5 (Operational Environment), which relate to business process performance management, is based upon the Enhanced Telecom Operations Map (**eTOM**) business process framework, and as such these obligations are sub-divided into the following areas:

- (A) Operations Support and Readiness;
- (B) Fulfilment, Supply Chain and Logistics;
- (C) Assurance; and
- (D) Billing.

2 SERVICE REQUIREMENTS

2.1 NBPco is required throughout the Contract Period to satisfy and comply with all the requirements and descriptions set out in, and all other aspects of, this Schedule 2.4 (Operational Performance).

3 STRUCTURE, APPROACH AND EQUIPMENT

3.1 Organisational structure and management approach

- 3.1.1 NBPco shall structure the organisation of its resources, and the coordination of its activities, in such a way that they are directed towards achieving the Minister's requirements in relation to Operational Performance in a proactive and efficient manner, and so as to ensure compliance with this Agreement.
- 3.1.2 NBPco shall manage the structures, the resources and the activities within its organisation to ensure it accurately and efficiently manages, measures, monitors and reports Operational Performance in accordance with the requirements set out in the provisions of this Schedule 2.4 (Operational Performance).

3.2 Tools and equipment

- 3.2.1 NBPco shall provide, maintain and implement all tools, equipment and processes necessary to collect and store all required information and data necessary to meet its management, measurement, monitoring and reporting requirements set out in the provisions of this Schedule 2.4 (Operational Performance).
- 3.2.2 NBPco shall ensure that all tools, equipment and processes collect and store required information and data at a level of detail sufficient for NBPco to demonstrate to the Minister, in accordance with the reporting requirements of Appendix 5 (Reporting Requirements) of this Schedule 2.4 (Operational Performance) and Schedule 6.5 (Reports and Records), its compliance with all KPIs and Performance Level requirements.
- 3.2.3 NBPco shall present those particular aspects of the information and data collected and stored for the purposes of Paragraph 3.2.2 (Tools and equipment), as identified in Appendix 5 (Reporting Requirements), through the Public Portal and Secure Portal when requested by the Minister.
- 3.2.4 The tools, equipment and processes used to monitor and analyse performance shall be scaled by NBPco throughout the Contract Period, wherever necessary, to align with Wholesale Product and deployment, development and growth of the Network.

4 WHOLESALE PRODUCTS

4.1 Wholesale Product performance

- 4.1.1 NBPco shall monitor and maintain performance of the Wholesale Products to the levels set out in Schedule 2.2 (Reference Offer Requirements) for all Wholesale Products throughout the Contract Period and shall put in place all required resources to monitor and achieve the required Performance Levels for each of the KPIs in respect of each Wholesale Product.
- 4.1.2 NBPco shall conduct all required testing, maintenance and related preventative measures to minimise the risk of failures in relation to Wholesale Product performance.

- 4.1.3 NBPco shall identify the cause of any failures in relation to Wholesale Product performance and take all required corrective action and/or maintenance activities to restore Wholesale Product performance to the levels needed to comply with its obligations under Schedule 2.2 (Reference Offer Requirements), within timescales which minimise the impact of such failures upon Service Providers and IA End Users.
- 4.1.4 Without limiting or affecting Paragraph 4.1.3 (Wholesale Product performance), where a failure in relation to Wholesale Product is a Notifiable Event, NBPco shall comply with the Remedial Plan Process described in Clause 72 (Persistent Defaults and Remedial Plan Process) and Schedule 6.8 (Persistent Defaults and Remedial Plan Process).
- 4.1.5 As an ongoing obligation throughout the Contract Period, NBPco shall assess, evaluate and identify new or potential improvements to the Services, Wholesale Products, Operational Environment and/or Network in accordance with Clause 26 (Service and Network Future Proofing and Continuous Improvement) and Schedule 6.4 (Service, Network and Wholesale Product Compliance and Future Proofing). In the context of Wholesale Product performance management, NBPco shall proactively identify and communicate performance improvement plans to the Minister.
- 4.1.6 In relation to Wholesale Product performance, monitoring and reporting, NBPco shall comply with the provisions of Paragraph 1 (Wholesale Product Performance) of Appendix 5 (Reporting Requirements) of this Schedule 2.4 (Operational Performance), Schedule 6.7 (Performance Levels) and Schedule 6.5 (Reports and Records).

4.2 Connections

- 4.2.1 NBPco shall comply with the provisions of Part 4 (Initial Standard Connections and Initial Non-Standard Connections) of Appendix 1 (Performance Level Requirements) of this Schedule in respect of Initial Standard Connections, Initial Non-Standard Connections and Connection Services.

5 OPERATIONAL ENVIRONMENT

5.1 Universal Wholesale Gateway

- 5.1.1 NBPco shall maintain performance to the levels set out in Paragraph 2.8 (Product, Operational Environment, and Portal Performance) of Appendix 1 (Performance Level Requirements) of this Schedule 2.4 (Operational Performance) for the Universal Wholesale Gateway throughout the Contract Period and shall put in place all required resources to achieve the required Performance Levels for each of the KPIs.
- 5.1.2 NBPco shall conduct all required testing, maintenance and related preventative measures to minimise the risk of failures in relation to Universal Wholesale Gateway performance.
- 5.1.3 NBPco shall comply with the provisions of Paragraph 2 (Universal Wholesale Gateway Performance) of Appendix 5 (Reporting Requirements) of this Schedule 2.4 (Operational Performance) and Schedule 6.5 (Reports and

Records) in relation to the monitoring and reporting of the Universal Wholesale Gateway performance against KPIs and Performance Level requirements.

- 5.1.4 NBPco shall monitor the operational status of the Universal Wholesale Gateway and ensure real-time indications of the operational status of each of its sub-components, including the notification of alarm events, are available to Service Providers using the Universal Wholesale Gateway at all times throughout the Contract Period.
- 5.1.5 NBPco shall provide functionality enabling NBPco and the relevant Service Providers to monitor the exchange of information between them. This functionality shall enable NBPco and Service Providers to identify, analyse and correct performance related issues concerning the processing of business-to-business transactions. NBPco shall provide all necessary and timely assistance as reasonably requested by the Service Providers in this regard.
- 5.1.6 NBPco shall employ data quality validation and data quality rules to ensure all data shared with Service Providers is complete, accurate and ready to be used, and to detect corrupt or inconsistent data before it is loaded to its own back-office applications or sent to those of Service Providers.
- 5.1.7 NBPco shall monitor the availability and performance of the Universal Wholesale Gateway to identify performance or security related issues which could compromise its performance. NBPco shall ensure that the monitoring includes (but is not limited to):
 - (A) URL performance;
 - (B) web application performance;
 - (C) a business-to-business interface performance; and
 - (D) signs of website compromise or security breaches, in accordance with the requirements of Clause 24 (Network and Service Security).
- 5.1.8 NBPco shall monitor the performance of processes accessing and using End User Information Management Data Sources to identify any performance related issues and support the ability of NBPco to troubleshoot and diagnose the root cause of associated database-related problems.
- 5.1.9 NBPco shall identify the cause of any failures in relation to Universal Wholesale Gateway performance, and take all required corrective action and/or maintenance activities to restore Universal Wholesale Gateway performance to the levels needed to comply with its obligations under this Agreement, within timescales which minimise the impact of such failures upon Service Providers and IA End Users.
- 5.1.10 Without limiting or affecting Paragraph 5.1.9 (Universal Wholesale Gateway), where a failure in relation to Universal Wholesale Gateway performance is a Notifiable Event, NBPco shall comply with the Remedial Plan Process described in Clause 72 (Persistent Defaults and Remedial Plan Process) and Schedule 6.8 (Persistent Defaults and Remedial Plan Process).

- 5.1.11 As an ongoing obligation throughout the Contract Period, NBPco shall assess, evaluate and identify new or potential improvements to the Services, Wholesale Products, Operational Environment and/or Network in accordance with Clause 26 (Service and Network Future Proofing and Continuous Improvement) and Schedule 6.4 (Service, Network and Wholesale Product Compliance and Future Proofing). In the context of performance improvements to the Universal Wholesale Gateway, NBPco shall use UWG Releases to deploy performance improvement changes to the Universal Wholesale Gateway across all of the Wholesale Products supported by the Universal Wholesale Gateway.
- 5.1.12 Until the date on which NBPco Achieves Milestone P1A.2, Paragraphs 5.1.13 to 5.1.16 shall be superseded by the requirements of Appendix 1 (Development Phase Permitted Maintenance) of Part 1 (Performance Indicators and Performance Credits) of Schedule 6.7 (Performance Levels).
- 5.1.13 Major UWG Releases shall be used by NBPco to deploy major functional changes and shall be scheduled by NBPco no more than two (2) times during each Contract Year, other than in the first three (3) Contract Years following the Effective Date, when their deployment may be more frequent, unless otherwise agreed in writing with the Minister. NBPco shall schedule such releases to take place over a Weekend, unless otherwise agreed in writing with the Minister.
- 5.1.14 NBPco shall use Interim UWG Releases to introduce additional functionality generally associated with the most recent UWG Release, and shall be scheduled by NBPco no more than four (4) times during each Contract Year, other than in the first three (3) Contract Years following the Effective Date, when their deployment may be more frequent, unless otherwise agreed in writing with the Minister. Where implementing an Interim UWG Release requires an Outage of one (1) hour or more, these shall be scheduled by NBPco to take place over a Weekend, unless otherwise agreed in writing with the Minister. In all other cases, these shall be scheduled by NBPco to take place over a Weekend or Overnight.
- 5.1.15 Maintenance UWG Releases shall be used by NBPco to deploy fixes and non-functional changes. These may be scheduled by NBPco throughout each Contract Year. These shall be scheduled by NBPco to take place over a Weekend or Overnight, at a time which has least impact to the operations of Service Providers.
- 5.1.16 NBPco shall provide Service Providers with visibility of the new functionality they can expect to receive in advance of each Major UWG Release and Interim UWG Release. The schedule in the table below sets out the notification period that NBPco shall apply for such Major UWG Release and Interim UWG Release.

Milestone	Calendar Days Prior to a UWG Release	Description	Format
UWGR1	[REDACTED]	Initial visibility of UWG Release content	Information communicated via Secure Portal and via NBP Industry Council

UWGR2	[REDACTED]	Further visibility of UWG Release content, and Outage notification sent which includes date of UWG Release	Information communicated via Secure Portal
UWGR3	[REDACTED]	Visibility of final UWG Release content, and pricing notification (if any)	Information communicated via Secure Portal
UWGR4	[REDACTED]	Draft document versions published, and Outage notification sent which includes date of UWG Release and Outage duration	Documents published via Secure Portal and made available through NBP Industry Council Information communicated via Secure Portal Outage notification issued by Support Desk via email
UWGR5	[REDACTED]	Final document versions published	Documents published via Secure Portal and made available through NBP Industry Council Information communicated via Secure Portal
UWGR6	[REDACTED]	Final pricing notification sent (if any)	Information communicated via Secure Portal
UWGR7	[REDACTED]	Outage notification sent (including any changes to UWG Release content)	Outage notification issued by Support Desk via email
UWGR8	[REDACTED]	Final Outage notification sent (including any changes to UWG Release content)	Outage notification issued by Support Desk via email
UWGR9	[REDACTED]	Deployment of UWG Release	Deployment notifications issued by Support Desk via email
UWGR10	[REDACTED]	Launch communications (including any changes to UWG Release content)	Information communicated via Secure Portal

5.1.17 A schedule of future releases shall be published by NBPCo on a regular basis on the Secure Portal.

5.2 OSS/BSS

- 5.2.1 NBPco shall maintain performance to the levels set out in Paragraph 2.8.2 (Product, Operational Environment, and Portal Performance) of Appendix 1 (Performance Level Requirements) of this Schedule 2.4 (Operational Performance) for the OSS/BSS throughout the Contract Period and shall put in place all required resources to achieve the required Performance Levels for each of the KPIs set out.
- 5.2.2 NBPco shall conduct all required testing, maintenance and related preventative measures to minimise the risk of failures in relation to OSS/BSS performance.
- 5.2.3 NBPco shall comply with the provisions of Paragraph 3 (OSS/BSS Performance) of Appendix 5 (Reporting Requirements) of this Schedule 2.4 (Operational Performance), Schedule 6.7 (Performance Levels) and Schedule 6.5 (Reports and Records) in relation to the monitoring and reporting of OSS/BSS performance against KPIs and Performance Level requirements. In particular, NBPco shall monitor the OSS/BSS environment to ensure the ongoing availability of all components, including but not limited to:
- (A) device and equipment availability;
 - (B) interface availability;
 - (C) WAN/LAN availability;
 - (D) application availability; and
 - (E) process availability.
- 5.2.4 NBPco shall use the data gathered in the monitoring of the OSS/BSS environment to perform proactive management tasks including, but not limited to:
- (A) the detection of performance issues before they impact Service Providers and/or IA End Users;
 - (B) the identification of OSS/BSS resources nearing exhaustion and requiring upgrade; and
 - (C) the planning of equipment refresh cycles and the development of future OSS/BSS investment strategies.
- 5.2.5 NBPco shall identify the cause of any failures in relation to OSS/BSS performance, and take all required corrective action and/or maintenance activities to restore OSS/BSS performance to the levels needed to comply with its obligations under this Agreement, within timescales which minimise the impact of such failures on Service Providers and IA End Users.
- 5.2.6 Without limiting or affecting Paragraph 5.2.5 (OSS/BSS), where a failure in relation to OSS/BSS performance is a Notifiable Event, NBPco shall comply with the Remedial Plan Process described in Clause 72 (Persistent Defaults and Remedial Plan Process) and Schedule 6.8 (Persistent Defaults and Remedial Plan Process).

- 5.2.7 As an ongoing obligation throughout the Contract Period, NBPco shall assess, evaluate and identify new or potential improvements to the Services, Wholesale Products, Operational Environment and/or Network in accordance with Clause 26 (Service and Network Future Proofing and Continuous Improvement) and Schedule 6.4 (Service, Network and Wholesale Product Compliance and Future Proofing). In the context of OSS/BSS performance management, NBPco shall proactively identify and communicate performance improvement plans to the Minister.

5.3 Operations Support and Readiness

- 5.3.1 NBPco shall provide, monitor and implement all required resources to ensure Operations Support and Readiness performance is maintained throughout the Contract Period at the levels required to achieve the Performance Levels applicable to Fulfilment and Supply Chain and Logistics, Assurance, and Billing business processes as set out in Paragraphs 5.4 (Fulfilment and Supply Chain and Logistics), 5.5 (Assurance), and 5.6 (Billing) respectively.

- 5.3.2 NBPco shall conduct all required testing, maintenance and related preventative measures to minimise the risk of failures in relation to Operations Support and Readiness business process performance.

- 5.3.3 NBPco shall monitor and report, in the Performance Monitoring Report, all Operations Support and Readiness performance which relates directly to the achievement of the Performance Levels applicable to Fulfilment and Supply Chain and Logistics, Assurance, and Billing business processes as set out in Paragraphs 5.4(Fulfilment and Supply Chain and Logistics), 5.5 (Assurance), and 5.6 (Billing) respectively. In particular, NBPco shall monitor and report all related:

- (A) customer support processes used to ensure the necessary support capability is in place to allow the Fulfilment, Supply Chain, Logistics, Assurance and Billing processes to operate effectively;
- (B) workforce management processes used to track workforce efficiency and related factors such as expected workload, workforce availability and technical capabilities of personnel; and
- (C) inventory management processes used to optimise inventory levels, manage inventory turnover, and plan according to forecast demand levels. This shall also include the monitoring of all equipment returns to maintain quality.

- 5.3.4 NBPco shall identify the cause of any failures in relation to Operations Support and Readiness business process performance, and take all required corrective action and/or maintenance activities to restore Operations Support and Readiness business process performance to the levels needed to comply with its obligations under this Agreement, within timescales which minimise the impact of such failures upon Service Providers and IA End Users.

- 5.3.5 Without limiting or affecting Paragraph 5.3.4 (Operations Support and Readiness), where a failure in relation to Operations Support and Readiness business process performance is a Notifiable Event, NBPco shall comply with the Remedial Plan Process described in Clause 72 (Persistent Defaults and

Remedial Plan Process) and Schedule 6.8 (Persistent Defaults and Remedial Plan Process).

- 5.3.6 As an ongoing obligation throughout the Contract Period, NBPco shall assess, evaluate and identify new or potential improvements to the Services, Wholesale Products, Operational Environment and/or Network in accordance with Clause 26 (Service and Network Future Proofing and Continuous Improvement) and Schedule 6.4 (Service, Network and Wholesale Product Compliance and Future Proofing). In the context of Operations Support and Readiness business process performance management, NBPco shall proactively identify and communicate performance improvement plans to the Minister.

5.4 Fulfilment and Supply Chain and Logistics

- 5.4.1 NBPco shall maintain performance to the levels set out in Paragraph 3 (Fulfilment and Supply Chain and Logistics, and Assurance Performance) of Part 1 (Performance Indicators and Performance Level Requirements) of Appendix 1 (Performance Level Requirements) of this Schedule 2.4 (Operational Performance) for Fulfilment and Supply Chain and Logistics business processes throughout the Contract Period and shall put in place all required resources to achieve the required Performance Levels for each of the KPIs set out.

- 5.4.2 NBPco shall conduct all required testing, maintenance and related preventative measures to minimise the risk of failures in relation to Fulfilment and Supply Chain and Logistics business process performance.

- 5.4.3 NBPco shall comply with the provisions of Paragraph 6 (Fulfilment and Supply Chain and Logistics, and Assurance Performance) Appendix 5 (Reporting Requirements) of this Schedule 2.4 (Operational Performance) and Schedule 6.5 (Reports and Records) in relation to the monitoring and reporting of Fulfilment and Supply Chain and Logistics business process performance against KPIs and Performance Level requirements. In particular, NBPco shall monitor all Fulfilment, Supply Chain and Logistics business processes, including but not limited to:

- (A) the monitoring of all order management and provisioning processes used to track order and provisioning execution;
- (B) the monitoring of the risk status of customer orders, allowing for customer orders to be escalated as necessary; and
- (C) the monitoring of the supply chain to enable the identification of critical inventory situations, to promptly resolve imminent bottleneck situations and respond flexibly to fluctuations in demand.

- 5.4.4 NBPco shall identify the cause of any failures in relation to Fulfilment and Supply Chain and Logistics business process performance, and shall take all required corrective action and/or maintenance activities to restore Fulfilment and Supply Chain and Logistics business process performance to the levels needed to comply with its obligations under this Agreement, within timescales which minimise the impact of such failures upon Service Providers and IA End Users.

- 5.4.5 Without limiting or affecting Paragraph 5.4.4 (Fulfilment and Supply Chain and Logistics), where a failure in relation to Fulfilment and Supply Chain and

Logistics business process performance is a Notifiable Event, NBPco shall comply with the Remedial Plan Process described in Clause 72 (Persistent Defaults and Remedial Plan Process) and Schedule 6.8 (Persistent Defaults and Remedial Plan Process).

- 5.4.6 As an ongoing obligation throughout the Contract Period, NBPco shall assess, evaluate and identify new or potential improvements to the Services, Wholesale Products, Operational Environment and/or Network in accordance with Clause 26 (Service and Network Future Proofing and Continuous Improvement) and Schedule 6.4 (Service, Network and Wholesale Product Compliance and Future Proofing). In the context of Fulfilment and Supply Chain and Logistics business process performance management, NBPco shall proactively identify and communicate performance improvement plans to the Minister.

5.5 Assurance

- 5.5.1 NBPco shall maintain performance to the levels set out in Paragraph 3 (Fulfilment, Supply Chain and Logistics, and Assurance Performance) of Part 1 (Performance Indicators and Performance Level Requirements) of Appendix 1 (Performance Level Requirements) of this Schedule 2.4 (Operational Performance) for Assurance business processes throughout the Contract Period and shall put in place all required resources to achieve the required Performance Levels for each of the KPIs set out.

- 5.5.2 NBPco shall conduct all required testing, maintenance and related preventative measures to minimise the risk of failures in relation to Assurance business process performance.

- 5.5.3 NBPco shall comply with the provisions of Paragraph 7 (Assurance Process Performance) of Appendix 5 (Reporting Requirements) of this Schedule 2.4 (Operational Performance) and Schedule 6.5 (Reports and Records) in relation to the monitoring and reporting of Assurance business process performance against KPIs and Performance Level requirements. In particular, NBPco shall monitor all Assurance business processes, including but not limited to:

- (A) the monitoring of fault management processes used to track faults and failures, including security related incidents, associated with specific Network and Wholesale Product resources;
- (B) the monitoring of trouble ticketing processes used to manage faults and failures recorded by NBPco or reported by Service Providers;
- (C) the monitoring of processes used to ensure the efficient operation and management of the Support Desk and its associated resources; and
- (D) the monitoring of processes used to ensure the efficient operation and management of the Network Operations Centre and its associated resources.

- 5.5.4 NBPco shall identify the cause of any failures in relation to Assurance business process performance, and take all required corrective action and/or maintenance activities to restore Assurance business process performance to the levels needed to comply with its obligations under this Agreement, within

timescales which minimise the impact of such failures upon Service Providers and IA End Users.

5.5.5 Without limiting or affecting Paragraph 5.5.4 (Assurance), where a failure in relation to Assurance business process performance is a Notifiable Event, NBPco shall comply with the Remedial Plan Process described in Clause 72 (Persistent Defaults and Remedial Plan Process) and Schedule 6.8 (Persistent Defaults and Remedial Plan Process).

5.5.6 As an ongoing obligation throughout the Contract Period, NBPco shall assess, evaluate and identify new or potential improvements to the Services, Wholesale Products, Operational Environment and/or Network in accordance with Clause 26 (Service and Network Future Proofing and Continuous Improvement) and Schedule 6.4 (Service, Network and Wholesale Product Compliance and Future Proofing). In the context of Assurance business process performance management, NBPco shall proactively identify and communicate performance improvement plans to the Minister.

5.6 Billing

5.6.1 NBPco shall maintain performance to the levels set out in Paragraph 4 (Billing Performance) of Part 1 (Performance Indicators and Performance Level Requirements) of Appendix 1 (Performance Level Requirements) of this Schedule 2.4 (Operational Performance) for Billing business processes throughout the Contract Period and shall put in place all required resources to achieve the required Performance Levels for each of the KPIs set out.

5.6.2 NBPco shall conduct all required testing, maintenance and related preventative measures to minimise the risk of failures in relation to Billing business process performance.

5.6.3 NBPco shall comply with the provisions of Paragraph 8 (Billing Performance) of Appendix 5 (Reporting Requirements) of this Schedule 2.4 (Operational Performance) and Schedule 6.5 (Reports and Records) in relation to the monitoring and reporting of Billing business process performance against KPIs and Performance Level requirements. In particular, NBPco shall monitor all Billing business processes, enabling:

- (A) checks to ensure the correct purchased Wholesale Products are assigned to accounts during the appropriate billing cycle; and
- (B) specific billing inquiry analysis resulting from Service Providers' requests.

5.6.4 Where billing adjustments are required, NBPco shall ensure that appropriate credits, and/or other adjustments as agreed with the relevant Service Providers, are made available in accordance with the SP SLA in place with the relevant Service Providers.

5.6.5 NBPco shall identify the cause of any failures in relation to Billing business process performance, and take all required corrective action and/or maintenance activities to restore Billing business process performance to the levels needed to comply with its obligations under this Agreement, within

timescales which minimise the impact of such failures upon Service Providers and IA End Users.

- 5.6.6 Without limiting or affecting Paragraph 5.6.5 (Billing), where a failure in relation to Billing business process performance is a Notifiable Event, NBPco shall comply with the Remedial Plan Process described in Clause 72 (Persistent Defaults and Remedial Plan Process) and Schedule 6.8 (Persistent Defaults and Remedial Plan Process).
- 5.6.7 As an ongoing obligation throughout the Contract Period, NBPco shall assess, evaluate and identify new or potential improvements to the Services, Wholesale Products, Operational Environment and/or Network in accordance with Clause 26 (Service and Network Future Proofing and Continuous Improvement) and Schedule 6.4 (Service, Network and Wholesale Product Compliance and Future Proofing) In the context of Billing business process performance management, NBPco shall proactively identify and communicate performance improvement plans to the Minister.

6 NETWORK

6.1 Network performance

- 6.1.1 NBPco shall maintain performance to the levels set out in Paragraph 5 (Network Performance) of Part 1 (Performance Indicators and Performance Level Requirements) of Appendix 1 (Performance Level Requirements) of this Schedule 2.4 (Operational Performance) for Network performance throughout the Contract Period, irrespective of Service Providers and IA End User demand, and shall put in place all required resources to achieve the required Performance Levels for each of the KPIs set out.
- 6.1.2 NBPco shall conduct all required testing, maintenance and related preventative measures to minimise the risk of failures in relation to Network performance.
- 6.1.3 NBPco shall comply with the provisions of Paragraph 9 (Network Performance) Appendix 5 (Reporting Requirements) of this Schedule 2.4 (Operational Performance) and Schedule 6.5 (Reports and Records) in relation to the monitoring and reporting of Network performance against KPIs and Performance Level requirements.
- 6.1.4 Without limiting or affecting Paragraph 3.2 (Tools and equipment Structure, Approach and Equipment) above, NBPco shall proactively monitor the Network through the use of appropriate tools, equipment and processes which shall provide functionality including, but not limited to:
- (A) global capability for fault, performance and availability monitoring;
 - (B) monitoring of resource utilisation and threshold levels for provisioned services and logical/physical resources;
 - (C) detection of sudden and long-term deviations from normal operating conditions;
 - (D) prevention of failures and efficient diagnosis of transient conditions;

- (E) ability to pass information about Network resource failures due to performance threshold violations to service management teams to manage any necessary restoration activity;
 - (F) ability to identify information about potential performance degradations to facilitate the management of that resource which may include replacement, upgrade or reconfiguration as determined by NBPco; and
 - (G) logging network performance metrics to ensure records are available to support the ongoing analysis and continuous improvement of Network performance.
- 6.1.5 NBPco shall perform regular performance management activities including, but not limited to:
- (A) undertaking analysis of Network performance information;
 - (B) determining the root causes of specific Network resource performance degradations, assisted by third parties, such as equipment vendors, wherever necessary;
 - (C) recording the results of the analysis and intermediate updates for historical analysis and reporting purposes;
 - (D) undertaking specific detailed analysis to discover and address the root cause of performance degradations that may arise due to interactions between Network resources, without any specific Network resource having an unacceptable performance in its own right;
 - (E) applying software patches; and
 - (F) implementing hardware, software and firmware upgrades, where required.
- 6.1.6 NBPco shall integrate the tools, equipment and processes used to monitor and analyse Network performance with NBPco's OSS/BSS environment to consolidate performance assurance tools and data sources in order to ensure NBPco's obligations, in particular those in respect of SP SLAs with Service Providers, are consistently achieved thereby enabling Service Providers to provide the best possible service to IA End Users.
- 6.1.7 The tools, equipment and processes used to monitor and analyse Network performance shall be modified by NBPco, wherever necessary, to align with any changes made to the OSS/BSS environment.
- 6.1.8 To support the ongoing management of the Network, NBPco shall operate and maintain a Network Operations Centre (NOC). NBPco shall implement all tools, equipment, processes and staffing arrangements necessary for the Network Operations Centre's successful implementation and its integration with NBPco's OSS/BSS environment and other related systems.

- 6.1.9 NBPco shall maintain the required number of NBPco Personnel at strategic geographical locations to support the operation, administration and maintenance of the Network to meet its ongoing obligations under this Agreement.
- 6.1.10 NBPco shall provide, upon the reasonable request by the Minister at any time, detailed information on the number and location of its NBPco Personnel supporting the operation, administration and maintenance of the Network during such times when NBPco is failing to comply with Performance Indicators and/or Performance Level requirements. The Minister may, but is not obliged to, seek advice from industry experts in terms of the appropriateness of the number of NBPco Personnel and their location and, where reasonable, require NBPco to comply with the Remedial Plan Process described in Clause 72 (Persistent Defaults and Remedial Plan Process) and Schedule 6.8 (Persistent Defaults and Remedial Plan Process) in order to address any issues identified.
- 6.1.11 NBPco shall identify the cause of any failures in relation to Network performance, and take all required corrective action and/or maintenance activities to restore Network performance to the levels needed to comply with its obligations under this Agreement, within timescales which minimise the impact of such failures upon Service Providers and IA End Users.
- 6.1.12 Without limiting or affecting Paragraph 6.1.11 (Network performance), where a failure in relation to Network performance is a Notifiable Event, NBPco shall comply with the Remedial Plan Process described in Clause 72 (Persistent Defaults and Remedial Plan Process) and Schedule 6.8 (Persistent Defaults and Remedial Plan Process).
- 6.1.13 As an ongoing obligation throughout the Contract Period, NBPco shall assess, evaluate and identify new or potential improvements to the Services, Wholesale Products, Operational Environment and/or Network in accordance with Clause 26 (Service and Network Future Proofing and Continuous Improvement) and Schedule 6.4 (Service, Network and Wholesale Product Compliance and Future Proofing). In the context of performance improvements to the Network, NBPco shall proactively identify and communicate performance improvement plans to the Minister.
- 6.1.14 NBPco shall, throughout the Contract Period, design, implement, maintain, and keep up-to-date a multi-annual Preventative Maintenance Programme in respect of the Network in accordance with Best Industry Practice and that is consistent with the requirements of Schedule 6.7 (Performance Levels).

7 SERVICE PROVIDER TESTING AND SUPPORT FACILITIES

7.1 Service Provider Verification Facility

- 7.1.1 NBPco shall provide a Service Provider Verification Facility enabling Service Providers to test their systems prior to deploying to production environments.
- 7.1.2 NBPco shall ensure that the Service Provider Verification Facility enables Service Providers to perform a number of tasks, including but not limited to:
 - (A) confirm the inter-operation of their OSS/BSS environment with the Operational Environment;

(B) test the full range of Wholesale Products available on the Operational Environment, and

(C) undertake and complete all necessary test scenarios.

7.1.3 NBPco shall ensure that the Service Provider Verification Facility is available upon the reasonable request of Service Providers in a fair, reasonable and timely manner.

7.2 InterConnect Test Facilities

7.2.1 NBPco shall provide InterConnect Test Facilities enabling Service Providers to verify the correct connectivity and interoperability between their network and the Network. NBPco shall dimension such facilities to accommodate the simultaneous use by a number of Service Providers.

7.2.2 NBPco shall ensure that the InterConnect Test Facilities allow Service Providers to perform sufficient testing to confirm correct connectivity and interoperability, and provide diagnostic capability to identify faults and issues.

7.2.3 NBPco shall also provide portable test equipment enclosed in a single casing, for the use of Service Providers, that simulates the Network and the termination equipment for all relevant Wholesale Products. NBPco shall ensure that the portable test equipment is compact, easily portable, and sufficiently simulates the behaviour of the live Network environment to allow Service Providers to perform network testing, verify connectivity and interoperability and help identify faults and issues.

7.3 Test Rooms

7.3.1 NBPco shall provide Test Rooms enabling Service Providers perform a number of tasks, including but not limited to:

(A) prove connectivity and interoperability using the live Network;

(B) test order and fault processes without impacting IA End Users;

(C) perform additional Network testing as required; and

(D) test all relevant Wholesale Products available.

7.3.2 NBPco shall dimension the Test Rooms to accommodate their simultaneous use by a number of Service Providers.

7.4 Support channels

7.4.1 NBPco shall provide functionality allowing Service Providers to communicate with NBPco via, at a minimum:

(A) a dedicated email mailbox; and

(B) a Support Desk.

- 7.4.2 The Support Desk shall be available during Support Desk Opening Hours and shall be used for the purposes set out in the SP SLA which NBPco has agreed with the relevant Service Providers. NBPco shall make available alternative support channel arrangements for high priority issues allowing Service Providers to contact NBPco at all other times.
- 7.4.3 Without limiting or affecting Paragraph 7.4.2 (Support channels), NBPco shall ensure Support Desk personnel have access to all required tools, equipment and processes enabling them to, for a Service Provider, perform tasks including but not limited to:
- (A) the opening of an order report;
 - (B) the opening of a Trouble Ticket;
 - (C) the open of a Billing Enquiry; and
 - (D) the provision of a status update on any other matter raised by the Service Provider.

8 INCIDENT MANAGEMENT

8.1 Incident Management responsibilities

- 8.1.1 NBPco shall provide Incident Management for the Services in accordance with Best Industry Practice, which shall include but not be limited to:
- (A) Incident Management resolution and categorisation in accordance with the requirements set out in Paragraph 3.11 (Fulfilment and Supply Chain and Logistics, and Assurance Performance) and Paragraph 3.12 (Fulfilment and Supply Chain and Logistics, and Assurance Performance) of Part 1 (Performance Indicators and Performance Level Requirements) of Appendix 1 (Performance Level Requirements) of this Schedule 2.4 (Operational Performance);
 - (B) Incident Management recording, investigation and diagnosis, incident monitoring, tracking and resolution, and feedback to the Minister and Service Providers, in accordance with the Operations Manual;
 - (C) Incident Management escalation, including the provision of a suitable escalation process in accordance with the Operations Manual; and
 - (D) Incident Management closure and conditions for reopening in accordance with the Operations Manual.

8.2 Classification

- 8.2.1 [Not used].
- 8.2.2 The Minister either on behalf of the Minister, or on behalf of a Service Provider, has the right to require a different classification prioritisation on any particular Incident where the Minister believes an Incident has been incorrectly classified by NBPco or a Service Provider by sending written notice of such reclassification to NBPco.

8.3 Notifications

- 8.3.1 If NBPco experiences an Incident and the status of the Incident is a Severity 1 Incident or a Severity 2 Incident or a Severity 3 Incident, pursuant to Paragraph 3.12 (Fulfilment, Supply Chain and Logistics, and Assurance Performance) of Appendix 1 (Performance Level Requirements) of this Schedule 2.4 (Operational Performance), NBPco shall send out notifications to all affected Service Providers via the Secure Portal at regular intervals (no less than every two (2) hours) to provide information relating to the impact upon each Service Provider and any other relevant information.
- 8.3.2 NBPco shall provide functionality enabling Service Providers to filter Incident related notifications on a Wholesale Product by Wholesale Product basis.
- 8.3.3 NBPco shall use all reasonable endeavours to notify the Minister of the occurrence of a Severity 1 Incident **[REDACTED]** of NBPco first becoming aware of the Severity 1 Incident. NBPco shall use all reasonable endeavours to notify the Minister of the occurrence of Severity 2 Incidents and Severity 3 Incidents **[REDACTED]** of NBPco first becoming aware of the relevant Incident. Such notification may be in the form of electronic or telephonic communication.¹

9 PRODUCT MANAGEMENT

9.1 Equivalence of Inputs for Wholesale Products

- 9.1.1 NBPco shall apply Equivalence of Inputs to all Wholesale Products.

9.2 Wholesale Products introduction and modification

- 9.2.1 Where, pursuant to Paragraph 3 (Specific Types of Changes) of Schedule 6.2 (Change Control Procedure), NBPco:
- (A) plans to introduce a New Wholesale Product and a Change Authorisation has been issued in respect of that New Wholesale Product;
 - (B) is required to introduce a New Wholesale Product pursuant to a Change Authorisation that has been issued in respect of that New Wholesale Product; or
 - (C) is required to introduce a New Wholesale Product pursuant to Law, Regulatory Decision or USO Decision and provided that in such case a Change Authorisation has been issued in respect of that New Wholesale Product,

NBPco shall, unless otherwise prevented by the requirements of Law or agreed with or required by the Minister (and, where required under Law, unless otherwise agreed with or required by the Regulator) make all relevant information publically available (including on the Public Portal and Secure Portal), including the relevant Reference Offer, at least six (6) months in advance

¹ as amended pursuant to CR0018

of the planned Wholesale Product introduction date. NBPco shall notify the Minister (and, where required under Law, the Regulator, as applicable) in writing (including providing all relevant information and documentation to be published, including the Reference Offer) one (1) month in advance of any such publication, that is seven (7) months prior to the planned Wholesale Product introduction date. The Minister or the Regulator (as applicable) may agree to reduce the notification timescales in this Paragraph by notifying NBPco in writing.

9.2.2 Where, pursuant to Paragraph 3 (Specific Types of Changes) of Schedule 6.2 (Change Control Procedure), NBPco:

- (A) plans to introduce a change to a Wholesale Product and a Change Authorisation has been issued in respect of that change;
- (B) is required to introduce a change to a Wholesale Product pursuant to a Change Authorisation that has been issued in respect of that change; or
- (C) is required to introduce a change to a Wholesale Product pursuant to Law, Regulatory Decision or a USO Decision and provided that in such case a Change Authorisation has been issued in respect of that change,

NBPco shall, unless otherwise prevented by the requirements of Law or agreed with or required by the Minister (and, where required under Law, otherwise agreed with or required by the Regulator), make all relevant information publically available (including on the Public Portal and Secure Portal), including changes to the Reference Offer, at least three (3) months in advance of the coming into effect of any proposed amendments. NBPco shall notify the Minister (and, where required under Law, the Regulator, as applicable) in writing (including providing all relevant information and documentation to be published, including a mark up of the Reference Offer) one (1) month in advance of any such publication, that is four (4) months prior to the planned date of the proposed changes. The Minister or the Regulator (as applicable) may agree to reduce the notification timescales in this Paragraph by notifying NBPco, in a given case, in writing.

9.2.3 Where New Wholesale Products are requested by Service Providers, NBPco shall use a Statement of Requirements Process and Product Development Process, as more particularly described in Appendix 2 (Statement of Requirements and Product Development Processes).

9.2.4 NBPco shall ensure that the way in which New Wholesale Product requests are received and evaluated by NBPco is the same for all Service Providers.

9.2.5 Nothing in Appendix 2 (Statement of Requirements and Product Development Processes) of this Schedule 2.4 (Operational Performance) relieves NBPco of its obligation to seek the written approval of the Minister in accordance with the Wholesale Product Control Procedure in connection with the introduction of a New Wholesale Product or any change to an existing Wholesale Product.

9.3 Wholesale Product Roadmap

- 9.3.1 NBPco shall publish a Wholesale Product Roadmap in accordance with the requirements set out in Schedule 2.1 (Technical Solution Specification). NBPco shall detail in the Wholesale Product Roadmap all planned activities for the entire Wholesale Product set provided by NBPco enabling Service Providers determine which Wholesale Products they may (subject to Clause 19.18 (Wholesale Products) offer to, as applicable, other Service Providers and IA End Users, and to plan accordingly.
- 9.3.2 NBPco shall maintain the ongoing accuracy of the Wholesale Product Roadmap throughout the Contract Period by at least ensuring that:
- (A) the Wholesale Product Roadmap contains an accurate and up-to-date rolling view for each Wholesale Product, set out in accordance with Schedule 2.1 (Technical Solution Specification), and
 - (B) it is consistent with the Technology Roadmap, Wholesale Product Roadmap and Wholesale Product & Coverage Template; and
 - (C) appropriate controls are put in place to make sure Service Providers can only access the live version of the Wholesale Product Roadmap.

9.4 Wholesale Product Catalogue

- 9.4.1 NBPco shall publish a Wholesale Product Catalogue in accordance with the requirements set out in Schedule 2.1 (Technical Solution Specification) and NBPco shall ensure that the Wholesale Product Catalogue contains detailed information and a comprehensive set of documentation for every Wholesale Product, in accordance with Schedule 2.1 (Technical Solution Specification). This information shall be structured by NBPco in a a logical and coherent manner.
- 9.4.2 NBPco shall maintain the ongoing accuracy of the Wholesale Product Catalogue throughout the Contract Period by at least ensuring that:
- (A) the Wholesale Product Catalogue contains only those Wholesale Products which are currently available for purchase by Service Providers;
 - (B) all of the information relating to Wholesale Products, as set out in the requirements in Schedule 2.1 (Technical Solution Specification)), is complete, up-to-date and accurate; and
 - (C) appropriate controls are put in place to ensure Service Providers only access the live version of the Wholesale Product Catalogue.

9.5 Premises Database

- 9.5.1 NBPco shall maintain the ongoing accuracy of the Premises Database throughout the Contract Period by at least ensuring, at a minimum, that:
- (A) the current status of the Network rollout is indicated in the Premises Database to reflect any changes made to the number of Premises

Passed, in accordance with the requirements set out in Schedule 2.1 (Technical Solution Specification);

- (B) the availability, or planned availability, of a Wholesale Product at that Premises is recorded in the Premises Database and such planned availability shall be recorded by NBPco in the Premises Database no less than **[REDACTED]**
- (C) all updates to the End User Information Management Data Sources are reflected in the Premises Database **[REDACTED]** and
- (D) appropriate controls are put in place to make sure Service Providers can only access the live version of the Premises Database.

9.6 Wholesale Product withdrawal or discontinuance

9.6.1 Where NBPco, pursuant to Paragraph 3 (Specific Types of Changes) of Schedule 6.2 (Change Control Procedure), :

- (A) plans to discontinue or withdraw an existing Wholesale Product and a Change Authorisation has been issued in respect of that withdrawal or discontinuance; or
- (B) is required to discontinue or withdraw an existing Wholesale Product pursuant to a Change Authorisation that has been issued in respect of that withdrawal or discontinuance; or
- (C) is required to discontinue or withdraw an existing Wholesale Product pursuant to Law, Regulatory Decision or USO Decision and provided that in such case a Change Authorisation has been issued in respect of that withdrawal or discontinuance of the Wholesale Product,

NBPco shall provide written notice to the Minister (and, where required under Law, the Regulator, as applicable) in writing (including providing all relevant information and documentation to be published) at least:

- (D) thirteen (13) months in advance before it proposes to withdraw or discontinue a Wholesale Product listed in Schedule 2.2 (Reference Offer Requirements) which is In Use; and
- (E) four (4) months in advance before it proposes to withdraw or discontinue a Wholesale Product listed in Schedule 2.2 (Reference Offer Requirements) which is Not In Use.

9.6.2 NBPco shall, unless otherwise agreed with or required by the Minister (and, where required under Law, unless otherwise agreed with or required by the Regulator), make full details in relation to the proposed withdrawal or discontinuance of a Wholesale Product publically available:

- (A) in respect of a Wholesale Product which is In Use, twelve (12) months in advance of the Wholesale Product Change coming into effect; and

(B) in respect of a Wholesale Product which is Not In Use, three (3) months in advance of the Wholesale Product Change coming into effect.

9.6.3 Where a Change is approved, NBPco shall implement withdrawal or discontinuance of a Wholesale Product within at least:

(A) in respect of a Wholesale Product which is In Use, twelve (12) months of the date of publication of details of withdrawal or discontinuance in accordance with Paragraph 3.2.6 (Implementing Changes) of Appendix 3 (Wholesale Price Control Procedure and Wholesale Product Control Procedure) of Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules); and

(B) in respect of a Wholesale Product which is Not In Use, three (3) months of the date of publication of details of withdrawal or discontinuance in accordance with Paragraph 3.2.6 (Implementing Changes) of Appendix 3 (Wholesale Price Control Procedure and Wholesale Product Control Procedure) of Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules).

9.7 Wholesale Product Benchmarking

9.7.1 The Parties shall comply with the Wholesale Product Benchmarking Rules in relation to Wholesale Products which are set out in Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules).

10 INDUSTRY ENGAGEMENT

10.1 Service Provider Onboarding Process

10.1.1 NBPco shall develop and implement a Service Provider Onboarding Process in accordance with Appendix 3 (Service Provider Onboarding Process) of this Schedule 2.4 (Operational Performance). NBPco shall provide full support to Service Providers throughout the process.

10.2 Service Provider Engagement Framework

10.2.1 NBPco shall develop and operate an Service Provider Engagement Framework to formally engage with, and inform, industry throughout the Contract Period, in accordance with the engagement requirements, practices and documentation set out in Paragraph 7 (Service Provider Engagement Framework – Requirements) of Schedule 2.3 (Deployment Requirements) and Appendix 4 (Service Provider Engagement Framework) of this Schedule 2.4 (Operational Performance), which shall include the establishment of the NBP Industry Council.

10.2.2 NBPco shall comply with the terms governing the NBP Industry Council set out in Appendix 4 (Service Provider Engagement Framework) of this Schedule 2.4 (Operational Performance).

11 REPORTING AND AUDITING

11.1 Reporting requirements

11.1.1 NBPco shall provide all reports in accordance with the requirements set out in Appendix 5 (Reporting Requirements) of this Schedule 2.4 (Operational Performance) and Schedule 6.5 (Reports and Records) to support the Minister in its governance of Operational Performance.

11.2 Specialised Reports and Parliamentary Questions

11.2.1 With respect to Wholesale Product performance, the availability of Wholesale Products in the Intervention Area (or a particular part of it), Operational Environment performance and/or Network performance, NBPco shall (without limiting or affecting any other provision of this Agreement) provide the Minister with the following information:

(A) specialised reports in writing, within **[REDACTED]** of a request made by the Minister, if NBPco is failing or has failed to comply with Performance Indicators, KPIs and/or Performance Level requirements, or

(B) such other information as the Minister may reasonably require in writing within **[REDACTED]** of a request made by the Minister, if he requires assistance in answering or attending to Parliamentary Questions.

11.2.2 For the purposes of Paragraph 11.2.1 (Reporting and Auditing), the Minister may from time to time specify the format and subject matter of a report to be provided under (A) and the information to be provided under (B).

11.3 Auditing

11.3.1 Without limiting or affecting any other provision of this Agreement, the Minister may conduct an audit of the source data used by NBPco to demonstrate its performance against Performance Indicators and Performance Level requirements in accordance with Clauses 47 (Audit) and 48 (Records and Reports) and Schedule 6.7 (Performance Levels) and Schedule 6.11 (Audits).

11.3.2 Subject to the outcome of any audit pursuant to Paragraph 11.3.1 (Reporting and Auditing) and subject to each Party's obligations under Clause 60 (Confidentiality), NBPco shall comply with changes to source data gathering practices requested by the Minister through the Remedial Plan Process described in Clause 72 (Persistent Defaults and Remedial Plan Process) and Schedule 6.8 (Persistent Defaults and Remedial Plan Process) in those instances where the Minister (or any agent or representative acting on the Minister's behalf) identifies any inconsistencies between the source data and the information presented to the Minister in relation to KPIs and Performance Levels.

11.4 Review

11.4.1 On Achievement of 30 Deployments Area Complete NBPco may issue a request to the Minister for a review of the relevance of types of, and calibration of KPIs 1, 2, 3, 7, 8, 9 and 10 as detailed in Appendix 1 (Key Performance Indicators,

Subsidiary Performance Indicators and Balanced Scorecard Report) of Schedule 6.7 (Performance Levels).

11.4.2 NBPco shall include the following with its request:

- (A) details of any proposed changes to KPIs 1, 2, 3, 7, 8, 9 and 10 as detailed in Schedule 6.7 (Performance Levels);
- (B) details of and all relevant documentation and information relating to reasons justifying any change to any of those KPIs;
- (C) any other information or documentation relevant to the review as requested by the Minister.

11.4.3 Within **[REDACTED]** of receipt of all of the information to be provided under Paragraph 11.4.2 (Reporting and Auditing) the Minister will inform NBPco whether it will:

- (A) accept the review request;
- (B) reject the review request; or
- (C) accept the review request subject to its amendments

and this decision is solely at the Minister's discretion.

11.4.4 Any change accepted by the Minister under Paragraph 11.4.3 (Reporting, Auditing and Review) shall be effected and documented in accordance with Schedule 6.2 (Change Control Procedure).

11.4.5 The application of Paragraph 11.4 (Reporting and Auditing) is distinct from and does not apply to the level of Performance Credits.

12 RETAIL SAFEGUARDS

12.1 Anchor Retail Product

12.1.1 [Not used].

12.1.2 NBPco shall be required to demonstrate to the satisfaction of the Minister that:

- (A) where a RSP serves residential IA End Users, all of the residential broadband products provided by the RSP by means of the Wholesale Products are of a specification at least equivalent to the Anchor Residential Retail Product specification as set out in Paragraph 3.6.2 (Product Requirements, Evolution and Roadmap) of Schedule 2.1 (Technical Solution Specification); and/or
- (B) where a RSP serves business IA End Users, all of the business broadband products provided by the RSP by means of the Wholesale Products are of a specification at least equivalent to the Anchor Business Retail Product specification as set out in Paragraph 3.6.3 (Product Requirements, Evolution and Roadmap) of Schedule 2.1 (Technical Solution Specification).

- 12.1.3 NBPco shall only allow a WSP (subject to Clause 19.18 (Wholesale Products)) to purchase or continue to use the relevant Wholesale Products where the WSP agrees and requires in the WSP's terms and conditions with RSPs that:
- (A) where the RSP serves residential IA End Users, all of the residential broadband products provided by the RSP by means of the Wholesale Products shall be of a specification at least equivalent to the Anchor Residential Retail Product specification as set out in Paragraph 3.6.2 (Product Requirements, Evolution and Roadmap) of Schedule 2.1 (Technical Solution Specification); and/or
 - (B) where the RSP serves business IA End Users, all of the business broadband products provided by the RSP by means of the Wholesale Products shall be of a specification at least equivalent to the Anchor Business Retail Product specification as set out in Paragraph 3.6.3 (Product Requirements, Evolution and Roadmap) of Schedule 2.1 (Technical Solution Specification).

When requested by the Minister, NBPco shall be required to demonstrate compliance with this Paragraph 12.1.3 (Retail Safeguards) to the satisfaction of the Minister.

- 12.1.4 The requirements of this Paragraph 12.1 (Retail Safeguards) shall remain in place until the expiration of Contract Year fifteen (15) unless otherwise agreed in writing with the Minister.

12.2 Retailer of Last Resort

- 12.2.1 NBPco shall comply with the provisions of Clause 19 (Wholesale Products) in relation to the retailer of last resort. The RoLR Authorisation Form and NBPco RoLR Authorisation Form is set out in Appendix 6 (RoLR Authorisation Form).

12.3 IA End User and Service Provider experience

- 12.3.1 NBPco shall implement suitable tools, techniques and processes to measure, monitor and report Service Provider satisfaction levels. NBPco shall also require RSPs to, or ensure WSPs selling Wholesale Products to RSPs (subject to Clause 19.18 (Wholesale Products)) require and ensure those RSPs to, implement suitable tools, techniques and processes to measure, monitor and report IA End User satisfaction levels to NBPco, such as net promoter score.
- 12.3.2 NBPco shall use statistical analyses made available by the tools implemented to meet its obligations under Paragraph 12.3.1 (Retail Safeguards) to implement measures designed to improve the experience of Service Providers.
- 12.3.3 In order to assess the level of performance of NBPco, the Minister may also undertake satisfaction surveys in respect of Service Providers in accordance with Paragraph 2 (Satisfaction Surveys of Part 3 (Balanced Scorecard)) of Appendix 1 (Key Performance Indicators, Subsidiary Performance Indicators and Balanced Scorecard Report) of Schedule 6.7 (Performance Levels).

13 CODE OF PRACTICE

13.1 Publishing of Code of Practice

13.1.1 Within three (3) months of the Effective Date, NBPco shall draw up and publish (having undertaken any appropriate union consultation in accordance with current agreements), a Code of Practice, to be made available to all NBPco Personnel, which sets out how NBPco Personnel must act to ensure compliance by NBPco with this Agreement.

13.2 Scope of Code of Practice

13.2.1 The Code of Practice shall be drawn up in accordance with good corporate governance, and shall be based upon the guidance contained in the most up-to-date version of the *G20/OECD Principles of Corporate Governance*.

13.2.2 NBPco shall clearly set out in its Code of Practice the rules set out for NBPco Personnel in relation to:

- (A) access to, and dissemination of confidential information and commercially sensitive information of Service Providers;
- (B) Equivalence of Inputs;
- (C) commercial policy;
- (D) non-discrimination and transparency;
- (E) conflicts of interest;
- (F) compliance with the requirements of Schedule 2.6 (Communications, Demand Stimulation and Brand Plan) and Schedule 2.7 (NBPco Requirements); and
- (G) the disciplinary consequences of non-compliance.

13.2.3 NBPco shall also draw attention in the Code of Practice to a confidential telephone number, and other access channels established for general purposes, for reporting any concerns about compliance by NBPco or any NBPco Personnel with the Code of Practice obligations.

13.3 Briefing and training

13.3.1 NBPco shall provide to NBPco Personnel a programme of briefing and training on the launch of the Code of Practice, ensuring that all NBPco Personnel are, as soon as reasonably practicable, made aware of and trained in respect of their responsibilities in ensuring NBPco complies with its obligations under this Agreement.

APPENDIX 1 (PERFORMANCE LEVEL REQUIREMENTS)

PART 1 (PERFORMANCE INDICATORS AND PERFORMANCE LEVEL REQUIREMENTS)

1 INTRODUCTION

1.1 NBPco shall ensure that its Reference Offers for all Wholesale Products include, at a minimum, a performance level that is no worse than each of the Performance Indicators required by this Schedule 2.4 (Operational Performance) for Wholesale Products for which the Performance Level is stated in the relevant table to be the “KPI Performance Level that is applicable at the start of the Measurement Period” and/or “PI Performance Level that is applicable at the start of the Measurement Period”.

1.2 In this Part, reference to:

1.2.1 the “**KPI Performance Level that is applicable at the start of the Measurement Period**” means, in a given case, the performance level:

- (A) published in the Reference Offer;
- (B) set out in the Wholesale Product Roadmap;
- (C) set out in the Wholesale Product & Coverage Template; or
- (D) is otherwise set out in this Agreement including, where applicable, Figure 2.1 in Schedule 2.1 (Technical Solution Specification) and Figures 4.1, 4.2, 4.3 and 4.4 of Schedule 2.2 (Reference Offer Requirements),

(whichever provides for a higher standard of performance) that applies in respect of the corresponding Key Performance Indicator at the start of the Measurement Period concerned; and

1.2.2 the “**PI Performance Level that is applicable at the start of the Measurement Period**” means, in a given case, the performance level:

- (A) published in the Reference Offer;
- (B) set out in the Wholesale Product Roadmap;
- (C) set out in the Wholesale Product & Coverage Template; or
- (D) is otherwise set out in this Agreement including, where applicable, Figure 2.1 in Schedule 2.1 (Technical Solution Specification) and Figures 4.1, 4.2, 4.3 and 4.4 of Schedule 2.2 (Reference Offer Requirements),

(whichever provides for a higher standard of performance) that applies in respect of the corresponding Subsidiary Performance Indicator at the start of the Measurement Period concerned.

1.3 For the avoidance of doubt, the Performance Levels will be measured in the manner set out in this Agreement (and, in particular, in accordance with the provisions of Part 2 (Definitions and Measurement) of this Appendix 1 (Performance Level Requirements)) and not in the manner set out in the Reference Offer (and any exclusions or limitation set out in the Reference Offer shall not apply), irrespective of whether the KPI Performance Level

that is applicable at the start of the Measurement Period and/or the PI Performance Level that is applicable at the start of the Measurement Period is determined by reference to the performance level in the Reference Offer.

1.4 The Key Performance Indicators, Performance Indicators and Performance Levels set out in this Appendix 1 (Performance Level Requirements) are subject to change in accordance with the provision of Schedule 6.2 (Change Control Procedure).

2 PRODUCT, OPERATIONAL ENVIRONMENT, AND PORTAL PERFORMANCE

2.1 The Performance Indicators and Performance Levels that shall apply to Operational Performance are set out in this Paragraph 2 (Product, Operational Environment, and Portal Performance) of Part 1 (Performance Indicators and Performance Level requirements) of Appendix 1 (Performance Level Requirements) of this Schedule.

2.2 Minimum Bitstream Wholesale Product

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
KPI 1A	Minimum Download Speed	[REDACTED]	[REDACTED]
KPI 1B	Minimum Upload Speed	[REDACTED]	[REDACTED]
PI 1A	Maximum Latency	[REDACTED]	[REDACTED]
PI 1B	Maximum Jitter	[REDACTED]	[REDACTED]
PI 1C	Maximum Packet Loss	[REDACTED]	[REDACTED]
KPI 1C	Minimum Service Availability	[REDACTED]	[REDACTED]

The Performance Indicators set out in the table in this Paragraph 2.2 (Product, Operational Environment, and Portal Performance) of Part 1 (Performance Indicators and Performance Level requirements) of Appendix 1 (Performance Level Requirements) above are further described in Paragraph **Error! Reference source not found. (Error! Reference source not found.)** of Part 2 (Definitions and Measurement) of this Appendix 1 (Performance Level Requirements), with the exception of Minimum Service Availability which is further described in Paragraph **Error! Reference source not found. (Error! Reference source not found.)** of Part 3 (**Error! Reference source not found.**) of this Appendix 1 (Performance Level Requirements).

2.3 Virtual Unbundled Access (VUA) Wholesale Product

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
KPI 2A	Minimum Download Speed	[REDACTED]	[REDACTED]
KPI 2B	Minimum Upload Speed	[REDACTED]	[REDACTED]
PI 2A	Maximum Latency	[REDACTED]	[REDACTED]
PI 2B	Maximum Jitter	[REDACTED]	[REDACTED]
PI 2C	Maximum Packet Loss	[REDACTED]	[REDACTED]
KPI 2C	Minimum Service Availability	[REDACTED]	[REDACTED]

The Performance Indicators set out in the table in this Paragraph 2.3 (Product, Operational Environment, and Portal Performance) of Part 1 (Performance Indicators and Performance Level requirements) of this Appendix 1 (Performance Level Requirements) above are further described in Paragraph **Error! Reference source not found. (Error! Reference source not found.)** of Part 2 (Definitions and Measurement) of this Appendix 1 (Performance Level Requirements), with the exception of Minimum Service Availability which is further described in Paragraph **Error! Reference source not found. (Error! Reference source not found.)** of Part 3 (**Error! Reference source not found.**) of this Appendix 1 (Performance Level Requirements).

2.4 Alternative Bitstream Wholesale Product

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
KPI 3A	Minimum Download Speed	[REDACTED]	[REDACTED]
KPI 3B	Minimum Upload Speed	[REDACTED]	[REDACTED]
PI 3A	Maximum Latency	[REDACTED]	[REDACTED]
PI 3B	Maximum Jitter	[REDACTED]	[REDACTED]
PI 3C	Maximum Packet Loss	[REDACTED]	[REDACTED]
KPI 3C	Minimum Service Availability	[REDACTED]	[REDACTED]

The Performance Indicators set out in the table in this Paragraph 2.4 (Product, Operational Environment, and Portal Performance) above are further described in Paragraph **Error! Reference source not found. (Error! Reference source not found.)** of Part 2 (Definitions and Measurement) of this Appendix 1 (Performance Level Requirements), with the exception of Minimum Service Availability which is further described in Paragraph **Error! Reference source not found. (Error! Reference source not found.)** of Part 3 (**Error! Reference source not found. (Error! Reference source not found.)** of this Appendix 1 (Performance Level Requirements).

2.5 Operational Environment performance

2.5.1 Universal Wholesale Gateway performance

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
KPI 4A	Availability of Universal Wholesale Gateway	[REDACTED]	[REDACTED]

2.5.2 OSS/BSS performance

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
KPI 4B	Availability of OSS/BSS	[REDACTED]	[REDACTED]

2.6 Secure Portal performance

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
KPI 5	Availability of Secure Portal	[REDACTED]	[REDACTED]

2.7 Public Portal Performance

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
KPI 6	Availability of Public Portal	[REDACTED]	[REDACTED]

3 FULFILMENT, SUPPLY CHAIN AND LOGISTICS, AND ASSURANCE PERFORMANCE

3.1 The Performance Indicators and Performance Levels that shall apply to Fulfilment, Supply Chain and Logistics and Assurance Performance are set out in this Paragraph 3 (Fulfilment, Supply Chain and Logistics, and Assurance Performance) of Part 1 (Performance Indicators and Performance Level Requirements) of Appendix 1 (Performance Level Requirements).

3.1.1 *Provisioning Time (excluding Initial Non-Standard Connections)*

No.	Performance Indicator Title	Definition	KPI / PI Performance Level (subject to Paragraphs 3.5 (Fulfilment, Supply Chain and Logistics, and Assurance) – 3.10 (Fulfilment, Supply Chain and Logistics, and Assurance))
	Provisioning Time (excluding Initial Non-Standard Connections)	[REDACTED]	
KPI 7A		[REDACTED]	[REDACTED]
		[REDACTED]	
KPI 7B		[REDACTED]	[REDACTED]
PI 9A		[REDACTED]	[REDACTED]
KPI 7C		[REDACTED]	[REDACTED]
		[REDACTED]	
KPI 7D		[REDACTED]	[REDACTED]
PI 9B		[REDACTED]	[REDACTED]
PI 9C		[REDACTED]	[REDACTED]
KPI 7E		[REDACTED]	[REDACTED]

3.1.2 *Provisioning Time (Initial Non–Standard Connections)*

No.	Performance Indicator Title	Definition	KPI / PI Performance Level (subject to Paragraphs 3.5 (Fulfilment, Supply Chain and Logistics, and Assurance) – 3.10 (Fulfilment, Supply Chain and Logistics, and Assurance))
PI 27	Provisioning Time (Initial Non – Standard Connections)	[REDACTED]	[REDACTED]

3.2 End User Appointment Date

No.	Performance Indicator Title	Definition	KPI / PI Performance Level (subject to Paragraphs 3.5 (Fulfilment, Supply Chain and Logistics, and Assurance) – 3.10 (Fulfilment, Supply Chain and Logistics, and Assurance))
PI 5A	End User Appointment Date	[REDACTED]	[REDACTED]
PI 5B		[REDACTED]	[REDACTED]
PI 5C		[REDACTED]	[REDACTED]

3.3 End User Fault Repair

No.	Performance Indicator Title	Definition	KPI / PI Performance Level (subject to Paragraphs 3.5 (Fulfilment, Supply Chain and Logistics, and Assurance) – 3.10 (Fulfilment, Supply Chain and Logistics, and Assurance))
KPI 9	Number of End User Faults per Contract Year	[REDACTED]	[REDACTED]
KPI 10A	End User Fault Repair Time [REDACTED]	[REDACTED]	[REDACTED]
KPI 10B	End User Fault Repair Time [REDACTED]	[REDACTED]	[REDACTED]
KPI 10C	End User Fault Repair Time [REDACTED]	[REDACTED]	[REDACTED]

3.4 End User Migration

No.	Performance Indicator Title	Definition	KPI / PI Performance Level (subject to Paragraphs 3.5 (Fulfilment, Supply Chain and Logistics, and Assurance) – 3.10 (Fulfilment, Supply Chain and Logistics, and Assurance))
PI 6A	End User Migration	[REDACTED]	[REDACTED]
PI 6B	End User Migration	[REDACTED]	[REDACTED]

3.5 If a field technician is required to attend the End User Premises and:

- 3.5.1 the IA End User requests an Appointment Date at a date and time that is later than the applicable Performance Level, or only with respect to End User Fault Repair at a date and time that is later than [REDACTED] from the date of the IA End User’s request; or
- 3.5.2 the IA End User is not available to attend, or refuses to provide access, at the End User Premises on the Appointment Date, provided the field technician is recorded as going on-site at the End User Premises during the Appointment Window and, at the time of arrival, sufficient time remains within the Appointment Window for the field technician to complete the Connection, End User Fault Repair or End User Migration (as applicable),

subject to NBPco providing relevant evidence that meets the requirements of Paragraph 3.6 (Fulfilment, Supply Chain and Logistics, and Assurance Performance) below and which adequately demonstrates either event to the Minister, the Minister shall grant NBPco a reasonable extension of time to meet the applicable Performance Level which shall expire at the new revised Appointment Date NBPco reasonably agrees with the Service Provider, provided that NBPco uses reasonable endeavours to ensure that such revised Appointment Date is no later than [REDACTED] from the previously agreed Appointment Date.

3.6 With respect to Paragraph 3.5 (Fulfilment, Supply Chain and Logistics, and Assurance Performance) above, sufficient relevant evidence shall include, but is not limited to:

3.6.1 where the IA End User requests an Appointment Date at a date and time that is later than the Performance Level applicable to NBPco, relevant and auditable extracts from NBPco's OSS/BSS clearly indicating the receipt of such requests from Service Providers, on behalf of IA End Users; or

3.6.2 where the IA End User is not available to attend, or refuses to provide access, at the End User Premises on the Appointment Date, sufficient time-stamped photographic evidence which demonstrates the field technician as being on-site (at the End User Premises) with sufficient time remaining within the Appointment Window to complete the Connection, End User Fault Repair or End User Migration (as applicable).

NBPco shall retain all relevant evidence and records for a period of no less than **[REDACTED]** after the date on which the affected End User Premises was Connected.

3.7 Connections

3.7.1 The Parties acknowledge and agree that, in the majority of instances, it is expected that Connections will be completed using existing Infrastructure or through an Initial Standard Connection solution not requiring detailed analysis in advance of the Connection being completed. For example, in the case where an IA End User has an existing phone line delivered by means of poles or underground duct, the Connection may be completed by re-using the existing poles and /or duct. However, where issues are encountered and where more detailed analysis is required to complete the Connection, NBPco shall be required to clearly set out the process for handling such orders placed in accordance with Part 4 (Initial Standard Connections and Initial Non-Standard Connections) of Appendix 1 (Performance Level Requirements) of this Schedule.

3.7.2 Where NBPco or a Service Provider has offered to Connect the Premises of an IA End User by means of an Initial Standard Connection for the Initial Connection Charge but the IA End User requests that NBPco or the Service Provider carry out:

(A) a more expensive form of Connection; or

(B) a form of Connection that requires additional works by NBPco or the Service Provider,

(for example, in either event, the IA End User requests an underground duct is installed when NBPco has offered an aerial pole physical connection drop) and the IA End User agrees to pay NBPco's or the Service Provider's reasonable costs in excess of the cost that NBPco or the Service Provider would otherwise incur in completing the Connection at that Premises, subject to NBPco providing sufficient relevant evidence that meets the requirements of Paragraph 3.8 (Fulfilment, Supply Chain and Logistics, and Assurance Performance) below and which adequately demonstrates to the Minister either event, the Minister shall grant NBPco a reasonable extension of time to meet the applicable Performance Level to Connect the Premises of the IA End User. With respect to Paragraph 3.7 (Fulfilment, Supply Chain and Logistics, and Assurance

Performance) above, where the form of Connection the IA End User requests requires additional works and NBPco agrees to provide such works, and the Minister grants NBPco an extension of time under Paragraph 3.7 (Fulfilment, Supply Chain and Logistics, and Assurance Performance), NBPco shall complete all works required no later than **[REDACTED]** from the date on which NBPco receives the request from the relevant Service Provider.

3.7.3 Where a Service Provider or End-User must carry out some work for the Connection, the target number of days for the Subsidiary Performance Indicator for that Connection will be extended by the number of days equal to the difference between the date that the requirement is identified in writing to the Service Provider or IA End User and the date that IA End User notifies NBPco or the Service Provider that they have completed their work. There will be a timeout period allowed (allowing cancelation of a relevant order) if NBPco has not heard from the IA End User or the Service Provider in respect of completion of the said works within **[REDACTED]** from the date on which the Connection solution was first agreed in writing with NBPco.

3.8 With respect to Paragraph 3.7 (Fulfilment, Supply Chain and Logistics, and Assurance Performance) above, relevant evidence shall include, but is not limited to, relevant and auditable extracts from NBPco’s OSS/BSS clearly indicating the receipt of such requests from a Service Provider, on behalf of the IA End User.

3.9 Where a Service Provider has:

3.9.1 provided NBPco with a materially inaccurate advance forecast of the number of Connection Requests for the Measurement Period; or

3.9.2 not provided NBPco with any advance forecast of the number of Connection Requests for the Measurement Period,

in a manner such that the Service Provider is in breach of the forecasting provisions agreed between NBPco and the Service Provider in their respective contract, the Minister shall grant NBPco a reasonable extension of time for NBPco to achieve Premises Connected to which that unforecasted Connection Requests relate.

3.10 Nothing in Paragraphs 3.5 to 3.9 (Fulfilment, Supply Chain and Logistics, and Assurance Performance) above relieves NBPco of its obligation:

(A) to Connect all Premises Passed for which NBPco has received a Connection Request from a Service Provider; and

(B) to complete all End User Fault Repairs; and

(C) to complete all End User Migrations.

3.11 Incident Resolution

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
KPI 8A	Severity 1 Incident	[REDACTED]	[REDACTED]

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
KPI 8B	Severity 2 Incident	[REDACTED]	[REDACTED]
KPI 8C	Severity 3 Incident	[REDACTED]	[REDACTED]
PI 10	Severity 4 Incident	[REDACTED]	[REDACTED]

3.12 NBPco shall categorise the severity of each Incident according to:

3.12.1 in respect of an Incident affecting IA End Users and/or Strategic Community Points - the severity and extent of the Network Fault for different categories of IA End Users and/or Strategic Community Points, as set out in the following tables:

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

and

3.12.2 in respect of an Incident affecting the Operational Environment and/or the Secure Portal - the impact the Incident has on a Service Provider, using the Operational Environment and/or the Secure Portal as such Incident is classified by the affected Service Provider and notified by it to NBPco, where:

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(D) [REDACTED]

3.12.3 in respect of an Incident affecting the Public Portal - the impact the Incident has on users of the Public Portal as such Incident is classified by NBPco, where:

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(D) [REDACTED]

3.12.4 in respect of an Incident that affects NBPco's ability to manage, control or monitor the Network using the Network Operations Centre, the impact the Incident has, or may have, on NBPco's ability to manage, control or monitor the Network using the Network Operations Centre as such Incident is classified by NBPco, acting reasonably where:

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(D) [REDACTED]

3.13 Related End User Faults

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
PI 7A	Related End User Faults	[REDACTED]	[REDACTED]
PI 7B	Related End User Faults	[REDACTED]	[REDACTED]

4 BILLING PERFORMANCE

4.1 The Performance Indicators and Performance Levels that shall apply to Billing Performance are set out in this Paragraph 4 (Billing Performance) of Part 1 (Performance Indicators and Performance Level Requirements) of Appendix 1 (Performance Level Requirements).

Billing Enquiries

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
	Billing Enquiries	[REDACTED]	[REDACTED]
PI 8A	Billing Enquiries [REDACTED]	[REDACTED]	[REDACTED]
PI 8B	Billing Enquiries [REDACTED]	[REDACTED]	[REDACTED]
PI 8C	Billing Enquiries [REDACTED]	[REDACTED]	[REDACTED]
PI 8D	Billing Enquiries [REDACTED]	[REDACTED]	[REDACTED]

5 NETWORK PERFORMANCE

5.1 The Performance Indicators and Performance Levels that shall apply to Network Performance are set out in this Paragraph 5 (Network Performance) of Part 1 (Performance Indicators and Performance Level Requirements) of Appendix 1 (Performance Level Requirements).

Network Availability

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
PI 11	Network Availability	[REDACTED]	[REDACTED]

5.2 Backhaul Utilisation Performance

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
PI 4	Backhaul Utilisation Performance	[REDACTED]	[REDACTED]

6 SERVICE AND SUPPORT PERFORMANCE

6.1 The Performance Indicators and Performance Levels that shall apply to Service and Support Performance are set out in this Paragraph 6 (Service and Support Performance) of Part 1 (Performance Indicators and Performance Level Requirements) of Appendix 1 (Performance Level Requirements).

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
PI 12	Support Desk Response Time	[REDACTED]	[REDACTED]

7 INTERCONNECT PERFORMANCE

7.1 The Performance Indicators and Performance Levels that shall apply to InterConnect Performance are set out in this Paragraph 7 (Interconnect Performance) of Part 1 (Performance Indicators and Performance Level Requirements) of Appendix 1 (Performance Level Requirements).

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
PI 13	InterConnect delivery	[REDACTED]	[REDACTED]

8 BUILDING AND CABIN CO-LOCATION PERFORMANCE

8.1 The Performance Indicators and Performance Levels that shall apply to Building and Cabin and Co-Location Performance are set out in this Paragraph 8 (Building and Cabin Co-location Performance) of Part 1 (Performance Indicators and Performance Level Requirements) of Appendix 1 (Performance Level Requirements).

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
PI 14A	Co-Location provision	[REDACTED]	[REDACTED]
PI 14B	Co-Location provision	[REDACTED]	[REDACTED]

9 DUCT ACCESS PRODUCT PERFORMANCE

9.1 The Performance Indicators and Performance Levels that shall apply to Duct Access pre-order surveys Performance are set out in this Paragraph 9 (Duct Access Product Performance) of Part 1 (Performance Indicators and Performance Level requirements) of Appendix 1 (Performance Level Requirements) of this Schedule.

Duct Access pre-order surveys

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
PI 15A	Duct Access pre-order surveys [REDACTED]	[REDACTED]	[REDACTED]
PI 15B	Duct Access pre-order surveys [REDACTED]	[REDACTED]	[REDACTED]
PI 15C	Provision of multiple Duct Access pre-order survey/design results within the same local area	[REDACTED]	[REDACTED]

9.2 Duct Access service provisioning

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
PI 16A	Duct Access service provisioning [REDACTED]	[REDACTED]	[REDACTED]
PI 16B	Duct Access service provisioning [REDACTED]	[REDACTED]	[REDACTED]
PI 16C	Provision of multiple Duct Access route connections within the same local area	[REDACTED]	[REDACTED]

10 POLE ACCESS PRODUCT PERFORMANCE

10.1 The Performance Indicators and Performance Levels that shall apply to Pole Access Product Performance are set out in this Paragraph 10 (Pole Access Product Performance) of Part 1 (Performance Indicators and Performance Level requirements) of Appendix 1 (Performance Level Requirements) of this Schedule.

Pole Access Product pre-order design

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
PI 17A	Pole Access Product pre-order design [REDACTED]	[REDACTED]	[REDACTED]
PI 17B	Provision of multiple Pole Access Product pre-order survey/design results within the same local area	[REDACTED]	[REDACTED]

10.2 Pole Access Product price estimate

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
PI 18A	Pole Access Product price estimate [REDACTED]	[REDACTED]	[REDACTED]
PI 18B	Provision of multiple Pole Access Product price estimates within the same local area	[REDACTED]	[REDACTED]

10.3 Pole Access Product service provisioning

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
PI 19A	Pole Access Product service provisioning [REDACTED]	[REDACTED]	[REDACTED]
PI 19B	Provision of multiple Pole Access Product route preparations	[REDACTED]	[REDACTED]

11 DARK FIBRE PRODUCT PERFORMANCE

11.1 The Performance Indicators and Performance Levels that shall apply to Dark Fibre Product Performance are set out in this Paragraph 11 (Dark Fibre Product Performance) of Part 1 (Performance Indicators and Performance Level requirements) of Appendix 1 (Performance Level Requirements) of this Schedule.

Dark Fibre Product pre-order design

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Schedule 2.4 – Operational Performance

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
PI 20	Dark Fibre Product pre-order design [REDACTED]	[REDACTED]	[REDACTED]

11.2 Dark Fibre Product service provisioning

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
PI 21	Dark Fibre Product service provision	[REDACTED]	[REDACTED]

11.2.1 The Performance Level for Dark Fibre Product service provisioning in the table in Paragraph 11.2 (Dark Fibre Product Performance) above will be inserted following the Commencement Date by means of the Change Control Procedure to reflect the applicable Performance Levels agreed between NBPco and Service Providers, via industry engagement facilitated through the Service Provider Engagement Framework. These insertions will reflect any changes which may be relevant at the start of each Measurement Period. NBPco shall not be entitled to an increase in the Subsidy Payments when such agreement has been reached or as a result of any change to such agreed Performance Levels to reflect such agreement. In agreeing and/or changing the Performance Levels in accordance with this Paragraph, NBPco shall continue to comply with its obligations in this Schedule and all other provisions in the Agreement.

12 RADIO TOWER AND MAST ACCESS PRODUCT PERFORMANCE

12.1 The Performance Indicators and Performance Levels that shall apply to Radio Tower and Mast Access Product Performance are set out in this Paragraph 12 (Radio Tower and Mast Access Product Performance) of Part 1 (Performance Indicators and Performance Level requirements) of Appendix 1 (Performance Level Requirements) of this Schedule.

Radio Tower and Mast Access pre-order design

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
PI 22	Radio Tower and Mast Access pre-order design	[REDACTED]	[REDACTED]

12.2 Radio Tower and Mast Access request for price estimate

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
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PI 23	Radio Tower and Mast Access request for price estimate	[REDACTED]	[REDACTED]
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12.3 Radio Tower and Mast Access service provisioning

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
PI 24	Radio Tower and Mast Access service provisioning	[REDACTED]	[REDACTED]

12.3.1 The Performance Level entries in the tables at Paragraph 12.1 (Radio Tower and Mast Access pre-order design), Paragraph 12.2 (Radio Tower and Mast Access request for price estimate) and Paragraph 12.3 (Radio Tower and Mast Access service provisioning) above will be inserted following the Commencement Date by means of the Change Control Procedure to reflect the applicable Performance Levels agreed between NBPco and Service Providers, via industry engagement facilitated through the Service Provider Engagement Framework. These insertions will reflect any changes which may be relevant at the start of each Measurement Period. NBPco shall not be entitled to an increase in the Subsidy Payments when such agreement has been reached or as a result of any change to such agreed Performance Levels to reflect such agreement. In agreeing and/or changing the Performance Levels in accordance with this Paragraph, NBPco shall continue to comply with its obligations in this Schedule and all other provisions in the Agreement.

13 TRANSMISSION PRODUCT PERFORMANCE

13.1 The Performance Indicators and Performance Levels that shall apply to Transmission Product Performance are set out in this Paragraph 13 (Transmission Product Performance) of Part 1 (Performance Indicators and Performance Level requirements) of Appendix 1 (Performance Level Requirements) of this Schedule.

Transmission Product pre-order design

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
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PI 25	Transmission Product pre-order design	[REDACTED]	[REDACTED]
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13.2 Transmission Product service provisioning

No.	Performance Indicator Title	Definition	KPI / PI Performance Level
PI 26	Transmission Product service provisioning	[REDACTED]	[REDACTED]

13.2.1 The Performance Level entries in the table above at Paragraph 13.2 (Transmission Product service provisioning) will be inserted following the Commencement Date by means of the Change Control Procedure to reflect the applicable Performance Levels agreed between NBPco and Service Providers, via industry engagement facilitated through the Service Provider Engagement Framework. These insertions will reflect any changes which may be relevant at the start of each Measurement Period. NBPco shall not be entitled to an increase in the Subsidy Payments when such agreement has been reached or as a result of any change to such agreed Performance Levels to reflect such agreement. In agreeing and/or changing the Performance Levels in accordance with this Paragraph, NBPco shall continue to comply with its obligations in this Schedule and all other provisions in the Agreement.

PART 2 (DEFINITIONS AND MEASUREMENT)

1 [REDACTED]

1.1 [REDACTED]

1.1.1 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.2 [REDACTED]

1.2.1 [REDACTED]

1.2.2 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

2 [REDACTED]

2.1 [REDACTED]

2.1.1 [REDACTED]

2.1.2 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(D) [REDACTED]

(E) [REDACTED]

(F) [REDACTED]

(G) [REDACTED]

(H) [REDACTED]

2.2 [REDACTED]

2.2.1 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

2.2.2 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

[REDACTED]

2.3 [REDACTED]

[REDACTED]

2.3.1 [REDACTED]

[REDACTED]

[REDACTED]

2.3.2 [REDACTED]

2.3.3 [REDACTED]

2.3.4 [REDACTED]

2.3.5 [REDACTED]

2.3.6 [REDACTED]

2.3.7 [REDACTED]

2.3.8 [REDACTED]

[REDACTED]

2.3.9 [REDACTED]

- 2.3.10 [REDACTED]
 - (A) [REDACTED]
 - (B) [REDACTED]
 - (C) [REDACTED]
- 2.3.11 [REDACTED]
 - [REDACTED]
 - [REDACTED]
- 2.3.12 [REDACTED]
- 2.3.13 [REDACTED]
 - (A) [REDACTED]
 - (B) [REDACTED]
 - (C) [REDACTED]
- 2.3.14 [REDACTED]
 - [REDACTED]
 - [REDACTED]
- 2.3.15 [REDACTED]
- 2.3.16 [REDACTED]
- 2.3.17 [REDACTED]
 - [REDACTED]
 - [REDACTED]
- 2.3.18 [REDACTED]
 - (A) [REDACTED]
 - (B) [REDACTED]
 - (1) [REDACTED]
 - (2) [REDACTED]

(1) [REDACTED]

[REDACTED]

[REDACTED]

2.3.19 [REDACTED]

2.3.20 [REDACTED]

2.4 [REDACTED]

[REDACTED]

2.4.1 [REDACTED]

[REDACTED]

2.4.2 [REDACTED]

2.4.3 [REDACTED]

[REDACTED]

2.4.4 [REDACTED]

2.4.5 [REDACTED]

[REDACTED]

2.4.6 [REDACTED]

2.4.7 [REDACTED]

[REDACTED]

2.4.8 [REDACTED]

[REDACTED]

2.4.9 [REDACTED]

2.4.10 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

2.4.11 [REDACTED]

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

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

[REDACTED]

- 2.4.13 [REDACTED]

- 2.5 [REDACTED]

- 2.5.1 [REDACTED]

- 2.5.2 [REDACTED]

- 2.6 [REDACTED]

- 2.6.1 [REDACTED]

- 3 [REDACTED]

- 3.1 [REDACTED]

- 3.1.1 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.1.2 [REDACTED]

3.1.3 [REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

PART 3 [REDACTED]

1 [REDACTED]

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1.1 [REDACTED]

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1.2 [REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.3 [REDACTED]

2 [REDACTED]

2.1 [REDACTED]

[REDACTED]

2.2 [REDACTED]

[REDACTED]

3 [REDACTED]

3.1 [REDACTED]

[REDACTED]

PART 4 (INITIAL STANDARD CONNECTIONS AND INITIAL NON-STANDARD CONNECTIONS)

1 CONNECTION REQUIREMENTS

- 1.1 NBPco shall develop a range of solutions in respect of Initial Standard Connections and Initial Non-Standard Connections so as to ensure that a Connection can be offered to all Premises, as required by this Agreement.
- 1.2 Upon receipt of an order for Connection, NBPco shall identify the most practical solution for Connection in respect of the individual Premises, comprising in each case either an Initial Standard Connection or an Initial Non-Standard Connection. Subsequent Connections after the first Connection at a Premises shall not be considered to be an Initial Standard Connection or Initial Non-Standard Connection and shall comply with the requirements of Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules).

2 INITIAL STANDARD CONNECTIONS

- 2.1 The following Connection circumstances are comprised in Initial Standard Connections:

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

3 INITIAL NON-STANDARD CONNECTIONS

- 3.1 Initial Non-Standard Connections include 'elected' Connection types where the Service Provider or IA End User requests or prefers an alternative Connection solution other than the Initial Standard Connection offered by NBPco.
- 3.2 Where an Initial Non-Standard Connection is required in respect of an IA End User, their Service Provider may request NBPco to provide Connection Services (as more particularly described in Schedule 2.2 (Reference Offer Requirements)) in respect of that Connection. The charges for the Connection Services shall be paid by the Service Provider to NBPco and shall not be payable by the IA End User to NBPco.
- 3.3 Communications in respect of Connections of IA End Users shall be done between NBPco and Service Providers and not between NBPco and IA End Users save that, where for practical reasons related to the type of Connection, communications between NBPco and an IA End User is preferable to achieve efficiencies, then, subject to the prior written consent of the Service Provider (provided at its discretion), NBPco shall be entitled to deal directly with the IA End User.
- 3.4 NBPco shall charge for Connections in accordance with Paragraph 6 (Initial Connection Charges and Other Connection Charges) of Part 1 (Wholesale Pricing Rules) of Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules). Where the cost of Connection is higher than the Connection Cost Threshold, the relevant costs shall be passed through to the Service Provider in respect of Connection Services in accordance with Paragraph 6 (Initial Connection Charges and Other Connection Charges) of Part 1 (Wholesale Pricing Rules) of Schedule 5.2 (Wholesale

Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules), save to the extent that the Service Provider or the IA End User separately procures the relevant Connection related works themselves.

4 SURVEYS

4.1 NBPco shall, by no later than three (3) months from the Effective Date, develop a robust and transparent process, consistent with Best Industry Practice, to establish with a high degree of certainty when a preliminary survey in respect of a Connection is required.

4.2 NBPco shall develop and publish (in a form that is transparent and available to Service Providers and IA End Users) a pro-forma site survey, consistent with Best Industry Practice, that includes provision for:

4.2.1 NBPco determining the options for Connection; and

4.2.2 the survey to contain a standard checklist and a sketch with measurements appended to the survey which the surveyor may go through with the IA End User and outline the Connection options to the IA End User. In particular, this would apply where the Connection cannot be completed by means of an Initial Standard Connection,

(the “**Pro-Forma Survey**”).

4.3 The Parties acknowledge and agree that, in the majority of instances, it is expected that Connections will be completed using existing Infrastructure or through an Initial Standard Connection not requiring detailed analysis in advance of the Connection being completed. For example, in the case where an IA End User has an existing phone line delivered by means of poles or underground duct to a Premises, the Connection shall be completed by re-using the existing poles and/or duct.

4.4 In respect of Connections where issues are encountered such that a more detailed analysis to that referred to in Paragraph 4.3 (Surveys) is required to complete the Connection, NBPco shall have in place and publish a clear process, consistent with Best Industry Practice, for the handling of each such orders. By way of non-exhaustive example, the Parties acknowledge and agree that the following process is an appropriate process in this respect:

4.4.1 NBPco establishes what works are required in order to make a Connection;

4.4.2 NBPco applies the Pro-Forma Survey;

4.4.3 at the end of the survey process, the Service Provider is equipped with the following:

(A) a copy of the survey (in electronic or paper format);

(B) a list of options that include the most relevant from the options below:

(1) options for an Initial Standard Connection; and

(2) in respect of Initial Non-Standard Connections:

- (a) a quotation for any excess Connection charges (if the costs are in excess of the Connection Cost Threshold) where the works will be completed by NBPco on behalf of the Service Provider, which quotation shall be broken out into fixed (i.e. known cost elements) and variable (i.e. unknown cost elements) charges where the works will be completed by NBPco in line with the charges for Connection Services set out in Appendix 1 (Benchmark Reference Price, Benchmark Reference Product and others) of Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules); and
- (b) a list of qualified contractors that are approved by NBPco to complete the works related to a Connection to NBPco's specifications at the standard rates published by NBPco.

APPENDIX 2 (STATEMENT OF REQUIREMENTS AND PRODUCT DEVELOPMENT PROCESSES)

PART 1 (STATEMENT OF REQUIREMENTS PROCESS)

1 STATEMENT OF REQUIREMENTS PROCESS

1.1 Scope of SOR Process

- 1.1.1 NBPco shall design, establish on or before the first anniversary of the Commencement Date, and maintain a SOR Process which enables Service Providers to formally request the introduction of a new, or change to an existing, Wholesale Product, service or facility.
- 1.1.2 NBPco shall design the SOR Process to ensure decisions are made by NBPco on an open, non-discriminatory, transparent basis and that the SOR Process supports the promotion of competition for High Speed Broadband services in the Intervention Area.
- 1.1.3 NBPco shall ensure the SOR Process is specifically designed, maintained and operated to meet the reasonable needs of Service Providers purchasing Wholesale Products from NBPco.
- 1.1.4 NBPco shall ensure the SOR Process has a defined and published criteria for the prioritisation of requests, setting out how NBPco reaches decisions with respect to the prioritisation of Wholesale Product requests with respect to each other.

1.2 Requests

- 1.2.1 Subject to Paragraph 1.3 (Process requirements) of this Part 1 (Statement of Requirements Process) of Appendix 2 (Statement of Requirements and Product Development Processes) of Schedule 2.4 (Operational Performance), NBPco shall address requests for additional types of Wholesale Products. A request is considered to be any request received by NBPco from a Service Provider for a New Wholesale Product or for a change to an existing Wholesale Product. For the purposes of the SOR Process, a Wholesale Product is taken to mean any Wholesale Product, or any service, facility, or process associated with a Wholesale Product.
- 1.2.2 Where NBPco and a Service Provider are unable to reach agreement on the New Wholesale Product or amended Wholesale Product, the request shall be dealt with in accordance with the Multi-Party Dispute Resolution Procedure.
- 1.2.3 Where NBPco fails to resolve such a Dispute, the Parties have the right to take any action or avail of any remedies under this Agreement or otherwise.

1.3 Process requirements

- 1.3.1 NBPco shall, for the purposes of transparency and equality, publish and adhere to the SOR Process which facilitates requests from Service Providers for a New

Wholesale Product or a change to an existing Wholesale Product. NBPco shall ensure that the SOR Process includes, but is not limited to:

- (A) the precise form in which such a request shall be made;
- (B) the information that the Service Provider has to provide; and
- (C) the timescales for which NBPco shall adhere to when handling a request.

1.3.2 NBPco shall, at the earliest possible time but in any event not later than ten (10) Working Days after the receipt of a request from a Service Provider for the introduction of a new, or change to an existing, Wholesale Product, service or facility, provide and keep updated on the Public Portal a list of all proposed future developments for a particular Wholesale Product family, which includes all requests (a request can be made by a Service Provider or NBPco) with the following details for each proposed development:

- (A) a unique identifier for each request;
- (B) a description of each request including a copy of, or links to, all documents relevant to each request, and in all cases a description of the key features and functionality requested;
- (C) the final date by which proposed amendments from Service Providers relating to a request can be accepted by NBPco;
- (D) NBPco shall identify the proposed date, and communicate it to Service Providers, by which Service Providers can notify NBPco of the degree of priority to be given to each particular request, and
- (E) the priority given by NBPco to the development of each request relative to other requests. NBPco shall include the prioritisation process and the criteria used by it in this regard.

1.3.3 NBPco acknowledges that Service Providers, from time to time, may require technical expertise and support from NBPco in order to refine their requests and prepare the associated specification for development. Such expertise and support shall be provided by NBPco in a proactive, fair, reasonable, timely and non-discriminatory manner. NBPco shall also provide workshops for Service Providers, wherever reasonably required, for the purposes of facilitating requirements, capture and refinement, and aiding collaboration between NBPco and industry.

1.3.4 The SOR Process shall use a structured approach containing a number of key decision gates.

1.4 Publication and timelines

1.4.1 NBPco shall publish and keep updated, on the Public Portal, a description of its SOR Process, including a description of all process steps and activities, identifying all key milestones and decision points, starting from the receipt of a

request from a Service Provider, through to the decision taken by NBPco with respect to the request.

1.4.2 Following a request from a Service Provider, or NBPco, for a new Wholesale Product, service or facility or a non-pricing related amendment to an existing Wholesale Product, service or facility, NBPco shall, from the date of receipt of such a request (unless otherwise agreed with the Minister):

- (A) within five (5) Working Days confirm in writing to the Service Provider that the request has been received;
- (B) within ten (10) Working Days confirm to the Service Provider whether or not the request is for a new or amended Wholesale Product, service or facility, and advise all Service Providers that the request has been received and provide them with all relevant information regarding the request;
- (C) within thirty (30) Working Days, agree with the Service Provider an accurate description of the requirement(s) and publish a description of the requested Wholesale Product on the Public Portal. During this thirty (30) Working Days period, NBPco may seek clarification that it may reasonably require from the Service Provider regarding the request, including the Service Provider's view on the priority of the request relative to other requests that may have already been submitted by that Service Provider. NBPco or the Service Provider may, for any particular request, seek agreement from the Minister that the thirty (30) Working Day period may be extended; and
- (D) within sixty (60) Working Days, unless otherwise agreed with the Minister, confirm in writing to the Service Provider whether it agrees to provide the requested new or amended Wholesale Product, service or facility. Where the request is refused, NBPco shall give written reasons to the Service Provider and the Minister for its decision at the time of refusal. In this regard, NBPco shall provide any information as may reasonably be required by the Minister for the purposes of ensuring transparency. In addition NBPco shall advise all other Service Providers that the request has been refused via the Public Portal.

1.4.3 At all stages of the SOR Process NBPco shall make publicly available and keep updated on the Public Portal, all relevant documentation describing the Wholesale Product, service or facility which may be delivered by each development in sufficient detail such that industry can reasonably be aware of

the key features and functionality proposed, and any relevant limitations of the Wholesale Product.

- 1.4.4 NBPco shall promptly provide any other information or materials as may reasonably be required by the Minister for the purposes of ensuring transparency.

1.5 Governance

- 1.5.1 The performance of NBPco in adhering to the guidelines, processes and timescales set out in the SOR Process shall be monitored by the Minister throughout the Contract Period.

- 1.5.2 The Minister shall be entitled to subject the SOR Process to continual review to ensure it remains satisfactory for the purposes of assessing and facilitating requests for new or amended forms of Wholesale Products, services, facilities, and processes. NBPco acknowledges and agrees that it cannot modify the SOR Process except in accordance with the Change Control Procedure.

- 1.5.3 Where the Minister identifies that NBPco is not adhering to the guidelines, processes or timescales set out in the SOR Process, the Minister may direct NBPco by written notice to rectify the deficiency and NBPco must comply with this direction promptly and in any event within the timescale set out in the Minister's notice.

PART 2 (PRODUCT DEVELOPMENT PROCESS)

1 PRODUCT DEVELOPMENT PROCESS

1.1 Scope of Product Development Process

- 1.1.1 Acting in conjunction with the SOR Process, NBPco shall design, establish on or before the first anniversary of the Effective Date, and maintain a Product Development Process to manage the development and delivery of new Wholesale Products or changes to existing Wholesale Products to the market in an efficient and timely manner. For the purposes of the Product Development Process, a Wholesale Product is taken to mean any Wholesale Product, or any service, facility, or process associated with a Wholesale Product.
- 1.1.2 NBPco shall design the Product Development Process such that Service Providers are afforded access to new Wholesale Products in a fair, reasonable and timely manner.
- 1.1.3 NBPco shall ensure the Product Development Process has a defined and published criteria for the prioritisation of developments, setting out how NBPco reaches decisions with respect to the prioritisation of Wholesale Product developments with respect to each other.

1.2 Process requirements

- 1.2.1 In operating the Product Development Process, NBPco shall comply with Best Industry Practice and ensure appropriate project management discipline is adhered to with defined decision gates used to validate the development of Wholesale Products and their controlled introduction to the marketplace.
- 1.2.2 NBPco shall use a structured approach, which contains a number of key decision gates and development stages, to manage the Product Development Process to ensure the efficiency, effectiveness and quality control of New Wholesale Product development and delivery.
- 1.2.3 NBPco shall structure the Product Development Process into a number of distinct decision gates and development stages including, but not limited to:
 - (A) a requirements capture stage which shall include, but not be limited to, engagement with industry enabled by the SOR Process in accordance with Part 1 (Statement of Requirements Process) of this Appendix 2 (Statement of Requirements and Product Development Processes) of Schedule 2.4 (Operational Performance). During the requirements capture stage, NBPco shall notify all Service Providers of NBPco's intention to conduct operational readiness testing by means of trials;
 - (B) a specification, design and planning stage, which shall coordinate any further technical and commercial input from Service Providers after a request for development has been agreed by NBPco. This stage shall also be used by NBPco, through the NBP Industry Council and other industry forums where appropriate, to reach industry consensus on

matters including, but not limited to, SP SLAs, agreed testing and trials involvement, and the agreed Wholesale Product design;

- (C) a development and test stage, which shall allow for further collaboration with Service Providers and include the agreement of trial criteria, where required, in accordance with Paragraph 1.4 (Trials) of this Part 2 (Product Development Process) of Appendix 2 (Statement of Requirements and Product Development Processes) of Schedule 2.4 (Operational Performance). This stage shall also be used by NBPco to reach agreement with Service Providers on Wholesale Product development timescales;
- (D) a trials stage where required, which shall wherever possible be performed concurrently with product development to expedite the launch of the New Wholesale Product or changed Wholesale Product, during which NBPco shall provide regular timely updates to Service Providers on trial progress and any issues arising; and
- (E) a launch, handover and review stage, which shall allow Service Providers to participate in a post implementation review where industry can provide feedback to NBPco of their experience of the process in relation to a particular Wholesale Product. This stage shall be used by NBPco to close the project, and agree with Service Providers any improvements which should be incorporated in the Product Development Process.

1.2.4 To enable Service Providers to effectively plan for New Wholesale Product related changes and, where necessary, to implement changes to their own systems and processes, NBPco shall provide transparency and certainty to Service Providers with respect to Wholesale Product developments and related service, facility, and process changes. The information to be provided by NBPco in this regard shall include, but not be limited to, the characteristics, timing and availability of such developments and changes.

1.2.5 NBPco shall provide an opportunity to Service Providers, at the earliest time possible, of a proposed Wholesale Product development, to provide their views as to the priority of the development. NBPco shall ensure that Service Providers' priorities are fully taken into account when NBPco makes decisions with respect to Wholesale Product development resourcing.

1.2.6 NBPco shall ensure the Product Development Process is designed to ensure that Service Providers:

- (A) have knowledge relating to the contents of proposed Wholesale Product developments;
- (B) have the ability to input into the prioritisation of developments and to understand the criteria and process used by NBPco for prioritising

developments, including how NBPco determines the allocation of its development resources; and

(C) are made aware of the proposed launch dates of any new Wholesale Products or changes to existing Wholesale Products.

1.2.7 Where a Service Provider considers that NBPco has not committed to providing a New Wholesale Product or changed Wholesale Product within a reasonable timescale, such matters shall be dealt with in accordance with the Multi-Party Dispute Resolution Procedure

1.2.8 Where NBPco fails to resolve such a Multi-Party Dispute, the Parties have the right to take any action or avail of any remedies under this Agreement or otherwise.

1.3 Publication and timelines requirements

1.3.1 Where NBPco agrees to the development of a new or existing Wholesale Product in accordance with the provisions of Part 1 (Statement of Requirement Process) of this Appendix 2 (Statement of Requirement Process and Product Development Process), NBPco shall within seventy five (75) Working Days from the date of receipt of such a request, provide to Service Providers a detailed description and specification for the new or changed Wholesale Product, service or facility. In addition, NBPco shall identify the degree of priority that it proposes to assign to each proposed development, and also provide a forecast date by which it expects to provide the requested product, service or facility.

1.3.2 The availability of new or changed Wholesale Products shall be notified by NBPco to all Service Providers on an Equivalence of Inputs basis.

1.3.3 NBPco shall ensure efficient and timely product development and the accuracy and availability of information to Service Providers with respect to the progress of all new or existing Wholesale Product developments. In this regard, NBPco shall provide and keep updated on the Public Portal a list of all Wholesale Product developments for a particular Wholesale Product family, which includes for each Wholesale Product development:

(A) the milestones and associated target dates to develop and launch each Wholesale Product, process or service; and

(B) a method for tracking the progress of developments against those dates.

1.3.4 NBPco shall publish and keep updated, on the Public Portal, a description of its Product Development Process, including a description of all process steps and activities, identifying all key milestones and decision points, starting from the

receipt of a request from a Service Providers, through to the launch of a new or changed Wholesale Product, service, facility or process.

1.3.5 For each agreed development, NBPco shall in a timely manner provide Service Providers with all relevant documentation including, but not limited to:

(A) revised Reference Offers, including SP SLAs;

(B) any revised process manuals;

(C) any revised price lists, and

(D) any revised technical manuals.

1.3.6 At all stages of the Product Development Process, NBPco shall make publicly available and keep updated on the Public Portal, all relevant documentation describing the Wholesale Product, service or facility which will be delivered by each development in sufficient detail such that any Service Provider could reasonably be aware of the key features and functionality proposed, the proposed geographic reach of the Wholesale Product and any relevant limitations of the Wholesale Product.

1.3.7 NBPco shall publish the process and criteria used by NBPco in reaching decisions with respect to the prioritisation of Wholesale Product developments with respect to each other and provide the Minister with any other information as may reasonably be required by the Minister for the purposes of ensuring transparency.

1.4 Trials

1.4.1 As part of the Product Development Process, NBPco may conduct Wholesale Product operational readiness testing by means of trials. Such trials shall not be of a nature that the Wholesale Product, service, facility or process being trialed is effectively being launched, as trialling for a prolonged period may have the effect of bypassing the normal notification processes for Wholesale Product changes and could potentially give rise to discrimination issues.

1.4.2 All Service Providers shall have the opportunity to participate in trials, and Service Providers shall be provided with sufficient information by NBPco with respect to any proposed trials in a timely manner such that Service Providers can make an informed decision as to their participation or otherwise in the trial.

1.4.3 NBPco shall include a detailed description of the process for establishing trials within the Product Development Process. The process shall follow a standard

procedure and specific criteria shall be met before a trial can commence. Such criteria shall include, but not be limited to:

- (A) all Service Providers shall be invited to participate in the trial;
- (B) the objectives of the trial and the requirements for participation in the trial must be clearly stated and provided to all Service Providers in sufficient time to allow participation;
- (C) the geographic scope and scale of the trial must also be clearly stated, together with a detailed description of any new Equipment involved in the trial and details of any new functionality affecting any Wholesale Product included within the trial; and
- (D) the trial shall be for a reasonable period sufficient only to achieve the objectives of the trial.

1.4.4 All non-discrimination obligations under this Agreement shall apply to all trials.

1.4.5 The following timelines shall apply to trials which involve the participation of Service Providers:

- (A) the trial shall be notified to the Minister at least one (1) month in advance of its commencement;
- (B) the trial shall be notified to all Service Providers in sufficient time to allow Service Providers to participate. At a minimum, a three (3) month advance notice period shall apply, unless otherwise agreed between NBPco and Service Providers; and
- (C) the trial must terminate seven (7) months prior to any planned Wholesale Product introduction or Change date. This is to ensure that trials do not effectively become a launch of the proposed Wholesale Product.

1.5 Governance

1.5.1 The Minister shall be entitled, throughout the Contract Period, to monitor the performance of NBPco in adhering to the guidelines, processes and timescales set out in the Product Development Process.

1.5.2 The Minister shall be entitled to subject the Product Development Process to continual review to ensure it remains satisfactory for the purposes of developing additional forms of Wholesale Products, services, facilities and processes. NBPco acknowledges and agrees that it cannot modify the Product Development Process except in accordance with the Change Control Procedure.

1.5.3 Where the Minister identifies NBPco is not adhering to the guidelines, processes or timescales set out in the Product Development Process, the Minister may direct NBPco by written notice to rectify the deficiency and NBPco must comply

with this direction promptly and in any event within the timescale set out in the Minister's notice.

APPENDIX 3 (SERVICE PROVIDER ONBOARDING PROCESS)

1 SERVICE PROVIDER ONBOARDING PROCESS

1.1 Scope of Service Provider Onboarding Process

- 1.1.1 NBPco shall implement a Service Provider Onboarding Process for Service Providers that wish to purchase Wholesale Products.
- 1.1.2 NBPco shall design the Service Provider Onboarding Process to allow Service Providers to understand how to access Wholesale Products in order for WSPs (subject to Clause 19.18 (Wholesale Products)) to onward sell these Wholesale Products to RSPs and/or RSPs to onward sell these Wholesale Products to IA End Users, as applicable, and to support Service Providers in their establishment on the Universal Wholesale Gateway.
- 1.1.3 NBPco shall ensure that it informs all Service Providers which are considering purchasing Wholesale Products that such Service Providers need to first access the Universal Wholesale Gateway.

2 ONBOARDING PHASES

2.1 Overview

- 2.1.1 NBPco shall structure the Service Provider Onboarding Process into a number of distinct phases including, but not limited to:
 - (A) initial phase(s) setting out the preliminary requirements placed upon NBPco and the Service Provider;
 - (B) a registration phase which shall include all necessary financial checks undertaken by NBPco, and the payment of any securities by the Service Provider, with such checks and securities being reasonable and proportionate to the degree of risk presented;
 - (C) set-up phase(s) where NBPco completes the set-up of the Service Provider on the Universal Wholesale Gateway;
 - (D) connectivity and functionality test phase(s), allowing the Service Provider to simulate its business needs in a non-production

environment including the use of the Service Provider Verification Facility; and

- (E) a final phase during which the Service Provider is given access to the live Universal Wholesale Gateway environment.

2.2 Initial phase(s)

2.2.1 During this phase of the Service Provider Onboarding Process, NBPco shall provide Service Providers with an overview of the Service Provider Onboarding Process comprising a summary of such aspects including, but not limited to:

- (A) all necessary onboarding documentation;
- (B) contractual obligations (including a copy of the Service Provider Terms); and
- (C) onboarding process key milestones.

2.2.2 The initial phase(s) of the process shall be used by NBPco to understand the business and Wholesale Product requirements of the Service Provider.

2.3 Registration phase

2.3.1 During this phase of the Service Provider Onboarding Process, NBPco shall:

- (A) conduct all required financial checks on the Service Providers based upon their supplied Wholesale Product forecast; and
- (B) receive and confirm receipt of all requested security payments from the Service Provider.

2.3.2 NBPco shall ensure all financial checks and security payments are reasonable and proportionate to the degree of risk pertaining to the Service Provider.

2.4 Set-up phase(s)

2.4.1 During this phase of the Service Provider Onboarding Process, NBPco shall:

- (A) complete the Service Provider build onto the Universal Wholesale Gateway;
- (B) setup Service Provider access into the Service Provider Verification Facility;
- (C) provide the Service Provider with indicative timescales for completion of the Service Provider Onboarding Process, and
- (D) inform the Service Provider of all site access and health and safety requirements.

2.5 Connectivity and functionality test phase(s)

2.5.1 During this phase of the Service Provider Onboarding Process, NBPco shall:

- (A) arrange access for the Service Provider to the:
 - (1) Service Provider Verification Facility;
 - (2) InterConnect Test Facility, and
 - (3) Test Rooms;
- (B) provide all necessary assistance to the Service Provider and work with it to ensure familiarisation with the functionality provided by the Universal Wholesale Gateway;
- (C) provide a demonstration, using the Universal Wholesale Gateway, of the order and fault management functionality for all applicable Wholesale Products; and
- (D) require Service Providers to successfully complete Onboarding Test Scenarios before permitting a Service Provider to progress to the final phase of the Service Provider Onboarding Process.

2.6 Final phase

2.6.1 During this phase of the Service Provider Onboarding Process, NBPco shall:

- (A) agree with the Service Provider that the Service Provider Onboarding Process has been successfully completed and confirm this by providing the Service Provider with a copy of the countersigned Service Provider Terms;
- (B) require the Service Provider to agree and sign up to the Service Provider Terms so that the Service Provider Terms are legally binding upon, and enforceable against, each of the Service Provider and NBPco;
- (C) once the Service Provider Terms are legally binding upon both the Service Provider and NBPco, provide Service Providers with access to the live Universal Wholesale Gateway production environment; and
- (D) arrange for a sales and relationship manager / account manager, or equivalent, to support the ongoing management of the Service Provider's account.

Upon successful completion of the final phase, NBPco shall provide the relevant Service Provider with all required access to the Universal Wholesale Gateway and the Secure Portal. NBPco shall not grant any Service Provider access to the Universal Wholesale Gateway or Secure Portal unless and until they successfully complete the final phase as set out above.

Up to date as at 7 January 2022
Redacted Version
Schedule 2.4 – Operational Performance

APPENDIX 4 (SERVICE PROVIDER ENGAGEMENT FRAMEWORK)

PART 1 (FORUMS AND DOCUMENTATION)

1 ENGAGEMENT WITH INDUSTRY

1.1 Industry forums

- 1.1.1 NBPco shall organise, arrange and facilitate a range of industry forums. In general, the purpose of these forums is to facilitate discussions between Service Providers on the development and enhancement of Wholesale Products or any service, facility or process associated with a Wholesale Product, for use by Service Providers.
- 1.1.2 Principal activities undertaken by the Service Providers include the review and revision of the various Wholesale Products, the processes which exist between NBPco and Service Providers, and associated documentation and plans for the future development of Wholesale Products. Without limiting NBPco’s right to provide updates and documentation outside of industry forums, at the industry forums NBPco shall provide updates on Wholesale Product development and distribute draft documentation.
- 1.1.3 Forums, including the NBP Industry Council, are subject to terms of reference prepared by NBPco, in accordance with Part 2 (Forum Terms of Reference) of this Appendix 4 (Service Provider Engagement Framework), and agreed by industry. Membership of forums, including the NBP Industry Council, is open to all Service Providers. Forums shall meet on a monthly basis or more frequently as required. Where necessary, specialist technical meetings and workshops may take place outside of the normal forum timetable.
- 1.1.4 Forums are voluntary in nature and shall be offered by NBPco to facilitate engagement with Service Providers. Forums shall not supplant or replace any processes NBPco may decide to use, or is obligated to use, in order to discharge its obligations under this Agreement.
- 1.1.5 NBPco shall facilitate at least those industry forums as set out in the following table.

INDUSTRY ENGAGEMENT – FORUMS

Name	Role and function
NBP Industry Council	Principal engagement with industry in enabling industry-wide collaboration.
Operational Environment Development Forum	NBPco body responsible for validating the development of NBPco IT solutions in accordance with the Agreement, particularly within the Operational Environment. Industry acknowledged source of technical information on Service Provider impacting changes for Service Providers consuming Wholesale Products via the Universal Wholesale Gateway.

Name	Role and function
SOR and Product Development Forum	Principal engagement point with industry for all matters relating to the SOR Process and Product Development Process.
Infrastructure Services Forum	Role is to ensure that Service Providers have the opportunity to be informed and feedback on the latest information about developments and proposals for infrastructure related products plus any specific concerns which affect industry either as a whole or significant segments within the market

1.2 Documentation (Industry engagement)

- 1.2.1 NBPco shall produce, maintain and publish up-to-date documentation to keep Service Providers informed of the latest information available in relation to Wholesale Products and any services, facilities, and processes associated with a Wholesale Product.
- 1.2.2 NBPco shall ensure the documentation set out in the following table is made available on a timely, non-discriminatory, and transparent basis throughout the Contract Period. Up-to-date versions of all of the documents listed shall be published at the location specified in the table.

INDUSTRY ENGAGEMENT – DOCUMENTATION

Document	Description	Date(s) when document shall be made available	Location
Statement of Requirements Process document	Defines the SOR Process	Exists throughout the Contract Period, updates made in accordance with the SOR Process set out in Appendix 2 (Statement of Requirements and Product Development Processes) of this Schedule 2.4 (Operational Performance)	Secure Portal
UWG Release communications	Communications relating to scope, outage, Service Provider impact or documentation relating to a UWG Release	As per UWG Release process	NBP Industry Council and UWG user interface
NBPCo information notes	Primarily aimed at providing technical information to equipment manufacturers in order to allow them to design equipment that is compatible with the Network and Services. Also used to provide Service Providers information about Wholesale Products which may be of particular interest to them	Made available before new or changed Wholesale Products are launched or delivered in accordance with Paragraph 9 (Product Management) of this Schedule 2.4 (Operational Performance).	Supplier information section of Public Portal
Pricing information and documents	Information on pricing relating to Wholesale Products	Prior to any pricing change in accordance with Paragraph 3.2 (Implementing Changes), Appendix 3 (Wholesale	Public Portal (Pricing)

Document	Description	Date(s) when document shall be made available	Location
		Price Control Procedure and Wholesale Product Control Procedure) of Schedule 5.2 (Wholesale Prices, Price Benchmarking Rules and Wholesale Product Benchmarking Rules).	
Wholesale Product Roadmap	Defines the current Wholesale Product Roadmap	Updated in accordance with Schedule 2.1 (Technical Solution Specification)	Public Portal (Roadmap)
Best practice guides	Provide Service Providers with useful and agreed best practices for working within the industry	Exists throughout the Contract Period, updates made when required	Public Portal
Programme updates	Used in industry forums, or other industry engagement meetings, to review open SOR Requests, and other items of interest to Service Providers	Via NBP Industry Council lead, in accordance with SOR Process and Product Development Process	Public Portal

Document	Description	Date(s) when document shall be made available	Location
Requirements documents	A detailed requirements document held and referred to from an SOR Request or other related documentation	NBPco shall use these during the SOR Process and the Product Development Process collaboratively with Service Providers	NBP Industry Council and Secure Portal
High level design documents	Design documentation held and referred to from an SOR Request or other related documentation, which may be specific and limited to that request, or apply over a range of changes and/or release or Wholesale Product		
Detailed design documents	Design documentation held and referred to relevant to a process or Network change that is being targeted for a specific delivery or release	NBPco to make available at least forty five (45) days before new or changed Wholesale Products are launched or delivered	NBP Industry Council and Secure Portal
Test and trial documents	A specific set of documents or reports applying to the planning, execution or feedback relating to testing or trial activity	NBPco to make available with sufficient time for trial participant review and feedback.	Identified in trial communications
Wholesale Product or change briefings	Communications relating to Wholesale Products generally	Via Public Portal when required and in accordance with Paragraph 9 (Product Management) of this Schedule 2.4 (Operational Performance).	Public Portal
Operations manual	Manual, used to supplement the Reference Offers, which documents the processes and procedures that apply to the operational aspects of the supply of Wholesale	Exists business as usual, updates made when required	Public Portal

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Schedule 2.4 – Operational Performance

Document	Description	Date(s) when document shall be made available	Location
	Products by NBPCo to Service Providers, including deployment planning, order handling, fault management and billing		

PART 2 (FORUM TERMS OF REFERENCE)

1 FUNCTION AND STRUCTURE

1.1 Scope and purpose of forums

- 1.1.1 NBPco shall establish the forums specified in Part 1 of this Appendix to ensure efficiency in communication between NBPco and Service Providers and to improve industry processes.
- 1.1.2 Where a dispute arises, or if the significance or scale of the issue of concern to industry cannot be agreed, Paragraph 2.1 (Decision making process) of this Part 2 (Forum Terms of Reference) shall apply.
- 1.1.3 Operational issues shall not be brought to the relevant forum unless these cannot be resolved bilaterally, or credible progress is not being made on a bilateral basis, and are relevant to industry in general. Such operational issues may include, but shall not be limited to, systemic process issues affecting Wholesale Product fulfilment and assurance issues of concern to industry.
- 1.1.4 Agreements at the various forums are between the members of the relevant forum and are without prejudice to obligations arising from Regulator decisions imposing market remedies, or more generally, to all legislation relevant to Authorised Undertakings. Agreements and decisions relating to the items brought to forums shall be made in accordance with Paragraph 2.1 (Decision making process) of this Part 2 (Forum Terms of Reference).

1.2 Membership and attendance at meetings

- 1.2.1 Membership of forums shall include NBPco, and any Service Provider which has completed, or is considering completing, the Service Provider Onboarding Process. NBPco shall also invite the Minister to become a member of any forum if required by the Minister.
- 1.2.2 Attendance at forums is open to other Authorised Undertakings subject to the agreement of the Minister. Where applicable, attendance of other Authorised Undertakings is conditional upon their signing in advance of the non disclosure agreement relevant to the forum.
- 1.2.3 Membership of forums may be temporarily expanded to include specialist expertise for individual meetings or tasks, where deemed reasonably necessary by the existing forum members.

1.3 Forum structure

- 1.3.1 NBPco shall select a chairperson for each forum and any relevant sub-groups, each of which shall be subject to the prior written approval of the Minister. The chairperson shall ensure that meetings are conducted in an orderly and efficient manner.
- 1.3.2 NBPco shall provide a secretary for each forum, and any relevant sub-groups. The secretary shall be responsible for producing meeting agendas, circulating

discussion papers and for the noting of minutes, decisions and actions. Minutes shall be published to all who either attend the meetings or members of the relevant forum which request such minutes. NBPco shall adopt a suitable process, in agreement with industry, for the production, correction and agreement of minutes.

1.3.3 Forum documentation shall be made available by NBPco in the manner described in the table in Part 1 (Forums and Documentation) above and in a manner accessible only to forum members. Other relevant parties may have access to forum documentation subject to the agreement of forum members.

1.3.4 Working groups or smaller ad-hoc informal working groups composed of specialists, to consider specific issues such as particular technical issues, may be formed and dissolved as required. Such working groups shall be governed by this Part 2 (Forum Terms of Reference). NBPco shall provide a chairperson, assisted by a secretary, to each working group as appropriate. Other forum members shall commit in this regard to provide adequate resources, as reasonable and necessary. Disputed issues which cannot be decided in the working groups shall be brought to the relevant forum for determination.

2 DECISION MAKING

2.1 Decision making process

The primary method of decision-making at forums shall be by consensus. The chairperson will intervene only where necessary in order to assist in this regard. Where consensus cannot be reached on any topic following adequate discussion and unless otherwise directed by the Minister, the issue shall be escalated to the Minister for decision. Such a decision will detail the legal basis, reason for the decision, nature of decision and effective date of decision in a documented format at the time of the decision. The Minister will use all inputs considered necessary by the Minister (including inputs the Minister has received during the discussion) in order to assist it in coming to a decision.

PART 3 (NBP INDUSTRY COUNCIL GOVERNING TERMS)

1 NBP INDUSTRY COUNCIL GOVERNING TERMS

1.1 Role and function of Council

1.1.1 NBPco shall establish and operate the NBP Industry Council to facilitate industry-wide collaboration and decision making.

1.2 Joining the Council

1.2.1 NBPco shall convene the NBP Industry Council by inviting Service Providers to become Participants in the NBP Industry Council.

1.2.2 NBPco shall consider the Minister as a Participant in the NBP Industry Council, and provide the Minister with the same information provided to other Participants in the NBP Industry Council.

1.2.3 A Service Provider may become a Participant in the NBP Industry Council by:

- (A) completing and returning to NBPco a signed original copy of the Participant Form, and
- (B) agreeing to be bound by the governing terms of the NBP Industry Council.

1.3 Participation in the NBP Industry Council

1.3.1 Subject to the compliance of Service Providers with the governing terms of the NBP Industry Council, NBPco shall permit all Service Providers (without them being obliged to) participate in the NBP Industry Council.

1.3.2 To facilitate the effective and efficient conduct of the NBP Industry Council, NBPco shall:

- (A) circulate discussion papers and proposed drafting;
- (B) schedule bilateral and multilateral meetings, either in person or using audio and/or video conferencing facilities;
- (C) request that Service Providers provide comments in writing using a template prescribed by NBPco;
- (D) circulate any comments received from one Participant to other Participants on an aggregated and anonymised basis, unless otherwise agreed with said Participant, and
- (E) prioritise the consideration of matters raised by Participants, including with regard to:
 - (1) whether the matters are likely to lower Wholesale Pricing, increase competition and innovation in supply of Wholesale

Products or increase take-up of products by IA End Users (which matters shall be given a higher priority); and

- (2) whether a Service Provider has requested that any issues it has raised be prioritised.

1.3.3 NBPco shall give Participants reasonable prior notice of the details of a meeting (including its agenda) and as much prior notice as is practicable in the circumstances of any rescheduling or cancellation of a meeting.

1.4 NBP Industry Council Key Representatives

1.4.1 NBPco shall require each Participant to appoint an employee, contractor or agent who has authority to act on its behalf as the primary point of contact with NBPco in relation to the NBP Industry Council (the “**NBP Industry Council Key Representative**”) by giving written notice to NBPco of the NBP Industry Council Key Representative’s name, postal address, email address and telephone number.

1.4.2 NBPco shall send all materials relating to the NBP Industry Council (including, but not limited to: discussion papers, meeting invitations, agendas, notices) to each of the NBP Industry Council Key Representatives.

1.4.3 Where a Participant wishes to change its NBP Industry Council Key Representative, the Participant shall give written notice to NBPco of the replacement person’s name, postal address, email address and telephone number.

1.5 Withdrawing from the NBP Industry Council

1.5.1 A Participant may withdraw from the NBP Industry Council at any time by giving written notice to NBPco.

1.6 Confidentiality

1.6.1 The rules of the NBP Industry Council shall require all Participants to maintain confidentiality.

1.7 General

1.7.1 All final decisions of the NBP Industry Council are subject to the approval of the Minister. In the event of a dispute in the NBP Industry Council, the Minister has the right to make a final and binding decision.

APPENDIX 5 (REPORTING REQUIREMENTS)

NBPco shall produce and/or procure and store the records and information noted in the tables below (Paragraphs 1 (Wholesale Product performance) to 17 (Transmission Product performance) inclusive) in accordance with the terms set out in each table below and as frequently as identified in each table.

1 WHOLESALE PRODUCT PERFORMANCE

No.	Performance Indicator Title	[REDACTED]	[REDACTED]	[REDACTED]
KPI 1A & KPI 1B	Minimum Download Speed and Minimum Upload Speed (KPIs)	– [REDACTED]	[REDACTED]	[REDACTED]
PI 1A, PI 1B & PI 1C	Maximum Latency, Maximum Jitter, and Maximum Packet Loss (PIs)	– [REDACTED]	[REDACTED]	[REDACTED]

2 UNIVERSAL WHOLESALE GATEWAY PERFORMANCE

No.	Performance Indicator Title	[REDACTED]	[REDACTED]	[REDACTED]
KPI 4A	Availability of Universal Wholesale Gateway (KPI)	<ul style="list-style-type: none"> ▪ [REDACTED] 	[REDACTED]	[REDACTED]
				[REDACTED]

3 OSS/BSS PERFORMANCE

No.	Performance Indicator Title	[REDACTED]	[REDACTED]	[REDACTED]
KPI 4B	Availability of OSS/BSS (KPI)	[REDACTED]	[REDACTED]	[REDACTED]
				[REDACTED]

4 SECURE PORTAL PERFORMANCE

No.	Performance Indicator Title	[REDACTED]	[REDACTED]	[REDACTED]
KPI 5	Availability of Secure Portal (KPI)	<ul style="list-style-type: none"> ▪ [REDACTED] 	[REDACTED]	[REDACTED]
				[REDACTED]

5 PUBLIC PORTAL PERFORMANCE

No.	Performance Indicator Title	[REDACTED]	[REDACTED]	[REDACTED]
KPI 6	Availability of Public Portal (KPI)	<ul style="list-style-type: none"> ▪ [REDACTED] 	[REDACTED]	[REDACTED]
				[REDACTED]

6 FULFILMENT, SUPPLY CHAIN & LOGISTICS PROCESS PERFORMANCE

No.	Performance Indicator Title	[REDACTED]	[REDACTED]	[REDACTED]
KPI 7A, KPI 7B, KPI 7C, KPI 7D, KPI 7E, KPI 7F, PI 9A, PI 9B, PI 9C & PI 27	Provisioning Time (KPI & PI)	– [REDACTED]	[REDACTED]	[REDACTED]
PI 5A, PI 5B & PI 5C	End User Appointment Date (PI)	– [REDACTED]	[REDACTED]	[REDACTED]
PI 6A & PI 6B	End User Migration (PI)	– [REDACTED]	[REDACTED]	[REDACTED]

7 ASSURANCE PROCESS PERFORMANCE

No.	Performance Indicator Title	[REDACTED]	[REDACTED]	[REDACTED]
KPI 8A, KPI 8B, KPI 8C & PI 10.	Incident Resolution (KPI & PI)	– [REDACTED]	[REDACTED]	[REDACTED]
KPI 10A, KPI 10B, KPI 10C & KPI 10D	End User Fault Repair Time (KPI)	– [REDACTED]	[REDACTED]	[REDACTED]
PI 7A & PI &B.	Related End User Faults (PI)	– [REDACTED]	[REDACTED]	[REDACTED]

8 BILLING PERFORMANCE

No.	Performance Indicator Title	[REDACTED]	[REDACTED]	[REDACTED]
PI 8A, PI 8B, PI 8C & PI8D	Billing Enquiries (PI)	– [REDACTED]	[REDACTED]	[REDACTED]

9 NETWORK PERFORMANCE

No.	Performance Indicator Title	[REDACTED]	[REDACTED]	[REDACTED]
PI 4	Backhaul Utilisation (PI)	– [REDACTED]	[REDACTED]	[REDACTED]

10 SERVICE AND SUPPORT PERFORMANCE

No.	Performance Indicator Title	[REDACTED]	[REDACTED]	[REDACTED]
PI 12	Support Desk Response Time (PI)	– [REDACTED]	[REDACTED]	[REDACTED]

11 INTERCONNECT PERFORMANCE

No.	Performance Indicator Title	[REDACTED]	[REDACTED]	[REDACTED]
PI 13	InterConnect Delivery (PI)	– [REDACTED]	[REDACTED]	[REDACTED]

12 BUILDING AND CABIN CO-LOCATION PERFORMANCE

No.	Performance Indicator Title	[REDACTED]	[REDACTED]	[REDACTED]
PI 14A & PI 14B	Co-Location provision (PI)	– [REDACTED]	[REDACTED]	[REDACTED]

13 DUCT ACCESS PRODUCT PERFORMANCE

No.	Performance Indicator Title	[REDACTED]	[REDACTED]	[REDACTED]
PI 15C, PI 16A, PI 16B, PI 16B & PI 16C.	Duct Access Provision (PI)	– [REDACTED]	[REDACTED]	[REDACTED]

14 POLE ACCESS PRODUCT PERFORMANCE

No.	Performance Indicator Title	[REDACTED]	[REDACTED]	[REDACTED]
PI 19A & PI 19B	Pole Access Product Provision (PI)	– [REDACTED]	[REDACTED]	[REDACTED]

15 DARK FIBRE PRODUCT PERFORMANCE

No.	Performance Indicator Title	[REDACTED]	[REDACTED]	[REDACTED]
PI 21	Dark Fibre Product Provision (PI)	– [REDACTED]	[REDACTED]	[REDACTED]

16 RADIO TOWER AND MAST ACCESS PRODUCT PERFORMANCE

No.	Performance Indicator Title	[REDACTED]	[REDACTED]	[REDACTED]
PI 24	Radio Tower and Mast Access Provision (PI)	– [REDACTED]	[REDACTED]	[REDACTED]

17 TRANSMISSION PRODUCT PERFORMANCE

No.	Performance Indicator Title	[REDACTED]	[REDACTED]	[REDACTED]
PI 26	Transmission Product Provision (PI)	– [REDACTED]	[REDACTED]	[REDACTED]

APPENDIX 6 (ROLR AUTHORISATION FORM)

Retailer of Last Resort (RoLR) Authorisation Form

Pursuant to Clauses 9.2.7 (Provision of the Services, Wholesale Products and Network) and 19 (Wholesale Products) of the Agreement.

CONTROL INFORMATION

Status	
Open / Pending / Closed	Click here and insert details
Name of RSP providing RoLR End User Product:	Click here and insert details
Signature of official authorising closure:	Click here and insert details

Dates	
Date request submitted by Minister / DCCAE:	Click here and insert details
Date request received by NBPco:	Click here and insert details
Date Premises Connected by NBPco:	Click here and insert details
Date RoLR End User Product provided by RSP/NBPco:	Click here and insert details

Part I: Information concerning request from Minister/DCCAE

Identity of official submitting request	
Full Name:	Click here and insert details
Title:	Click here and insert details
Telephone:	Click here and insert details
E-mail:	Click here and insert details
Signature:	Click here and insert details

Part II: Information concerning the IA End User

Identity of the IA End User	
Full Name (Named Unserved IA End User):	Click here and insert details
Postal Address (incl. Eircode):	Click here and insert details
Telephone:	Click here and insert details
E-mail:	Click here and insert details
If needed, please provide further detailed information on nature of request:	Click here and insert details

Part III: Information concerning the Product and service required

A: INFORMATION ABOUT RETAIL SERVICE PROVIDERS DENYING SERVICE TO IA END USER

Name of Retail Service Provider	Reason (where provided) for denying service
Click here and insert details	Click here and insert details
Click here and insert details	Click here and insert details
Click here and insert details	Click here and insert details

B: INFORMATION ABOUT RETAIL OF LAST RESORT (RoLR)

Retail Service Provider details	Answer:
Full Name:	Click here and insert details
Postal Address:	Click here and insert details
Telephone:	Click here and insert details
E-mail (of designated RSP contact):	Click here and insert details
RSP is on RoLR List:	Yes <input type="checkbox"/> No <input type="checkbox"/>

C: INFORMATION ABOUT RoLR IA END USER PRODUCT

Product details	
Name of RoLR End User Product:	Click here and insert details
RoLR End User Product is retail equivalent of Anchor Retail Product:	Yes <input type="checkbox"/> No <input type="checkbox"/>

RoLR End User Product is retail equivalent of Anchor Business Product:	Yes <input type="checkbox"/> No <input type="checkbox"/>
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