

Multilateral SFAA Forum Governing Terms

About this document

1. NBN Co has established the “Multilateral SFAA Forum” (**Forum**) to engage with Customers, Access Seekers and Consumer Advocacy Groups on possible future changes to the terms of its Wholesale Broadband Agreement Standard Form of Access Agreement.
2. This document sets out the terms that govern the participation of NBN Co and each Participant in the Forum.

Joining the Forum

3. NBN Co will convene the Forum by inviting Customers, Access Seekers and Consumer Advocacy Groups to become Participants in the Forum.
4. A Customer, Access Seeker or Consumer Advocacy Group may become a Participant in the Forum by: (i) completing and returning to NBN Co a signed original copy of the Participation Form; and (ii) agreeing to be bound by these Governing Terms.
5. A Customer, Access Seeker or Consumer Advocacy Group that has complied with section 4 will become a **Participant** and these Governing Terms will become binding between NBN Co and that Participant (in the remainder of this document, **you**).

Participation in the Forum

6. Subject to your compliance with these Governing Terms, you may (but are not required to) participate in the Forum.
7. To facilitate the effective and efficient conduct of the Forum, NBN Co may:
 - (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 you provide your comments to NBN Co in writing using a template prescribed by NBN Co;
 - (d) circulate any comments received from you to other Participants on an aggregated and anonymised basis; and

- (e) prioritise the consideration of matters raised by you and other Participants, including with regard to:
 - i. whether the matters are likely to lower wholesale costs to Customers, increase competition and innovation in supply of NBN-based services or increase take-up of NBN-based services by end-users;
 - ii. whether NBN Co has requested that you prioritise any issues you have raised and, if so, the priority you have given those issues; and
 - iii. in the case of written comments, whether the comments have been provided to NBN Co using the prescribed template.
8. NBN Co will give you 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.

Key Representative

9. You must appoint an employee, contractor or agent who has authority to act on your behalf as your primary point of contact with NBN Co in relation to the Forum (**Key Representative**) by giving written notice to NBN Co of the Key Representative’s name, postal address, email address and telephone number.
10. NBN Co will send all material relating to the Forum (including discussion papers, meeting invitations, agendas, notices, etc) to your Key Representative.
11. If you wish to change your Key Representative, you must give written notice to NBN Co of the person’s name, postal address, email address and telephone number.

Withdrawing from the Forum

12. You may withdraw from the Forum at any time by giving notice to NBN Co.

Confidentiality

13. The confidentiality provisions of the WBA are incorporated into these Governing Terms as between NBN Co and you with such amendments as the context requires and subject to sections 7(a) and 7(d) of these Governing Terms.

14. NBN Co requests that you keep claims for confidentiality in respect of any comments or materials that you provide to NBN Co in connection with the Forum to a minimum to allow matters raised by you (and other Participants) to be fully considered by and through the Forum.

Intellectual Property Rights

15. Nothing in these Governing Terms affects the ownership of any Intellectual Property Rights.
16. Where a party (the **first party**) provides materials to the other party (the **second party**) in connection with the conduct of the Forum, the first party grants the second party a non-exclusive, irrevocable, fully paid and royalty free licence to use, copy, modify and adapt the material in connection with the conduct of the Forum and, where NBN Co is the second party, for NBN Co's business purposes. If you are the first party and at the time that you provide any materials to NBN Co, you notify NBN Co in writing those materials may only be used in connection with the conduct of the Forum or for one or more other specified purposes, then NBN Co may only use those materials for those purposes.

Liability

17. To the extent applicable to the Forum, the provisions of Module E of the WBA apply to the subject matter of sections 13 to 16 as if references to "this Agreement" are references to sections 13 to 16 of these Governing Terms.

General

18. NBN Co reserves the right to make the final decision on each matter considered by the Forum.
19. If a dispute arises in relation to these Governing Terms, the parties must discuss for at least 20 Business Days before either party may commence court proceedings (excluding disputes relating to compliance with this section or urgent interlocutory relief).
20. If you need to send a written notice to NBN Co under these Governing Terms, you must do so by way of email sent to industryengagement@nbnco.com.au.
21. NBN Co may close the Forum by giving written notice to your Key Representative.
22. NBN Co may change these Governing Terms by giving no less than 30 days' written notice to your Key

Representative. NBN Co will not exercise its rights under this section 22 in a manner that materially adversely affects your participation in the Forum.

23. These Governing Terms will cease to apply when NBN Co closes the Forum or you withdraw from the Forum, except that sections 13 to 17 and section 19 will continue to apply.
24. Capitalised terms in these Governing Terms that are defined in this section having the meaning given to them in this section:

Access Seeker has the meaning given to that term in the SAU.

Consumer Advocacy Group has the meaning given to that term in the SAU.

Customer has the meaning given to that term in the SAU.

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

Governing Terms means this document.

Key Representative means the person appointed by you pursuant to sections 9 or 11.

NBN Co means NBN Co Limited.

Participant has the meaning given to that term in section 5.

Participation Form means the form prescribed by NBN Co as the "Participation Form" from time to time.

WBA means:

- (a) if you are a Customer who has signed an access agreement with the title "Wholesale Broadband Agreement", the agreement of that name between you and NBN Co; and
- (b) otherwise, the latest WBA published on NBN Co's website as a Standard Form of Access Agreement.

You has the meaning given to that term in section 5.

Interpretation

25. Capitalised terms not defined in section 24 but defined in the WBA Dictionary have the meaning given to them in the WBA Dictionary.