

TEMPLATE FBO LICENCE

SAMPLE

GENERIC FORM OF LICENCE FOR 3G FBO LICENSEES

**LICENCE TO PROVIDE
FACILITIES-BASED OPERATIONS
FOR THE PROVISION OF
3G MOBILE COMMUNICATION SYSTEMS AND SERVICES
GRANTED BY THE INFO-COMMUNICATIONS DEVELOPMENT AUTHORITY
OF SINGAPORE TO
[NAME OF 3G FBO LICENSEE]
UNDER SECTION 5 OF THE
TELECOMMUNICATIONS ACT 1999
ON [DATE OF GRANT]**

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**LICENCE TO PROVIDE
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PART I: THE LICENCE

The Info-communications Development Authority of Singapore (hereinafter referred to as "IDA"), in exercise of the powers conferred on it under Section 5 of the Telecommunications Act 1999 (hereinafter referred to as "the Act") hereby grants to [name of 3G FBO Licensee] (hereinafter referred to as "the Licensee") a licence to establish, install, operate and maintain the Third Generation (3G) mobile communication systems specified in Schedule A (hereinafter referred to as "the Systems"), and to provide the 3G services specified in Schedule B (hereinafter referred to as "the Services").

1 Duration of Licence

1.1 The Licence shall come into force on the date hereof and shall be valid until 31 December 2021 unless suspended or cancelled by IDA in accordance with Condition 37.1 or terminated by the Licensee in accordance with Condition 38.

1.2 The Licence may be extended or further renewed for such period as IDA thinks fit and subject to such terms and conditions as may be specified by IDA under Section 5 of the Act.

2 Licence is not Transferable

2.1 The Licensee shall not assign, transfer, sublet or otherwise dispose of its rights, duties, liabilities, obligations and privileges under this Licence to any person or persons except with the prior approval of IDA.

2.2 Any such approval shall be given subject to terms and conditions, which IDA in its discretion may impose.

3 Description of Systems and Services

3.1 The Licensee shall establish, install, operate and maintain the Systems as described in Schedule A for the provision of the Services as described in Schedule B. The Licensee shall not establish, install, operate and maintain any system, or provide any service not described in Schedules A and B except with the prior written approval of IDA.

3.2 Where the Licensee wishes to introduce a new system and/or service or makes changes to any system and/or service, the Licensee shall notify and provide IDA such technical and non-technical information as may be required by IDA within such period as may be specified by IDA.

4 Rollout

4.1 Without prejudice to any of the Licensee's obligations under this Licence, the Licensee shall complete its nationwide rollout of the Systems and Services by 31 December 2004. The Licensee shall provide coverage for the whole of the island of Singapore (including but not limited to MRT underground stations/lines and road tunnels), the offshore islands and the territorial waters up to 15km from the coast line of the island of Singapore.

PART II: BASIC OBLIGATIONS OF LICENSEE

5 Public Emergency Call Services

5.1 The Licensee shall ensure that its subscribers may at any time and without charge, contact the relevant police service (namely 999 or its substitute number), the fire and ambulance services (namely 995 or its substitute number) and any other national emergency services which the Minister for Communications and Information Technology may from time to time designate, for the purpose of notifying them of any emergency.

6 Co-operation with Civil/Public Bodies

- 6.1 The Licensee shall co-operate with the relevant Government ministries, departments, statutory boards or official agencies in all ways possible for the provision of national security and emergency services.

7 Provision of Directory Enquiry Services

- 7.1 The Licensee shall provide on request to any person to whom it provides telecommunication services, directory enquiry services based on an integrated customer database at a charge to be approved by IDA.

- 7.2 IDA reserves the right to direct the Licensee to provide directory enquiry services for subscribers of other licensees.

8 Provision of Integrated Directories

- 8.1 IDA reserves the right to direct the Licensee to provide integrated directories for all subscribers at no charge (except with the written approval of IDA) and at annual intervals or any other intervals to be approved by IDA.

- 8.2 The Licensee shall, if necessary, and subject to charges, terms and conditions to be agreed with other licensees, provide integrated directories for their subscribers. In the event that agreement cannot be reached, the matter shall be determined by IDA, whose decision is final.

9 Maintenance and Operation of Integrated Customer Database

- 9.1 The Licensee shall exchange all relevant customer data with other licensees free-of-charge and contribute to the operation and maintenance of an integrated customer database for the purposes of providing integrated directories and providing integrated directory enquiry services.

PART III: TECHNICAL OBLIGATIONS

10 Use of Telecommunication Equipment in the Systems

- 10.1 Prior to the operation of the Systems, the Licensee shall in accordance with Section 9 of the Act, submit for IDA's approval all telecommunication infrastructure, technology and any telecommunication equipment which is part of the Systems or which is to be connected to the Systems.
- 10.2 The Licensee shall seek IDA's prior written approval from time to time for any other telecommunication infrastructure, technology or equipment to be used in the operation of the Systems or that is to be part of the Systems or which is to be connected to the Systems for which the approval has not been granted under Section 9 of the Act, whether such other infrastructure, technology or equipment is in addition to or intended to replace the existing infrastructure, technology or equipment or part thereof.
- 10.3 The Licensee shall ensure that the Systems and Services complies with and belong to the International Mobile Telecommunications-2000 (IMT-2000) technology standard endorsed by the International Telecommunications Union.

11 Operation of Radio-communication Stations and Networks

- 11.1 The Licensee shall apply for and obtain all necessary rights and licences under the Act and the Telecommunications (Radio-communication) Regulations for the operation of any radio-communication stations or networks comprised in the Systems and shall abide by any conditions imposed thereunder, including the payment of rights and licence fees.
- 11.2 Any change to the location, equipment, frequencies, emissions, power, polarisation, aerial characteristics and other technical parameters of any radio-communication station comprised in the Systems shall be submitted in writing for IDA's prior approval.
- 11.3 The height of the transmitter antenna of any radio-communication station comprised in the Systems shall not exceed 50 metres above mean sea level (AMSL). Where justified, IDA may grant conditional approval for the Licensee to exceed the prescribed height level provided that the Licensee shall take all necessary steps, at its own cost, to ensure that its network will not cause interference to or receive interference from other telecommunication systems, operating within or outside of Singapore.

12 Use of Radio Frequencies

- 12.1 Subject to the Act, the IDA Act, the Telecommunications (Radio-communication) Regulations and this Condition 12, the Licensee shall use the radio frequencies allocated and granted to the Licensee to enable the effective and efficient operation of the Systems and the provision of the Services by the Licensee, and shall, at its discretion, use any part of the radio frequencies allocated and granted to it for the purposes of managing interference (including the provisioning for a guard band(s)).
- 12.2 The Licensee shall take all necessary steps to ensure that the use of its Systems and the radio-communication stations and networks comprised therein is safe and does not cause interference to other existing radio-communication stations or networks operating in the same area or radio frequency band or in other areas or radio frequency bands. The Licensee shall also take appropriate measures to ensure that its Systems and the radio-communication stations and networks comprised therein are adequately protected from interference that may be caused by radio-communication stations or networks operating in the same area or radio frequency band or in other areas or radio frequency bands.
- 12.3 The Licensee shall co-operate with the IDA for the purposes of assisting IDA in co-ordinating and managing the use of radio frequencies in relation to neighbouring countries, including but not limited to the provision of information to IDA, and the reduction of emission levels of any radio-communication stations and networks comprised in the System.

13 Assignment of Telephone Numbers

- 13.1 The Licensee shall comply with IDA's National Numbering Plan and IDA's framework and guidelines on the usage, allocation and assignment of numbers. The Licensee shall, in its submission to IDA, justify the use of numbers and shall, subject to payment of the required fees for Golden Numbers, be provided with the necessary numbers to enable the effective and efficient establishment, installation, operation and maintenance of the Systems and provision of Services. The Licensee shall take all necessary steps to ensure that the numbers allocated and assigned are efficiently utilised.
- 13.2 Any telephone numbers allocated and assigned to the Licensee are the property of IDA and the Licensee shall have no proprietary right to the telephone numbers allocated and assigned.

- 13.3 IDA reserves the right to alter and/or reallocate and reassign any telephone numbers given to the Licensee at any time, upon written notice, without being liable for any loss or inconvenience directly or indirectly attributable to the alteration and/or reallocation and reassignment of such telephone numbers.

PART IV: ACCESS AND INTERCONNECTION OBLIGATIONS

14 Requirement to Provide Access

- 14.1 The Licensee shall provide to any person licensed by IDA to provide telecommunication services in Singapore, means of access to the Systems.
- 14.2 The Licensee may, with the prior approval of IDA, impose an access charge upon any person licensed by IDA to provide telecommunication services in Singapore through or with the use of the Systems.
- 14.3 The Licensee shall comply with IDA's interconnection & access framework, arrangements and requirements, including all relevant Codes of Practice, directions and notifications which IDA may issue from time to time.

15 Connection to Other Systems

- 15.1 The Licensee shall connect to the Systems on request and at appropriate connection points, which it shall provide for this purpose:
- (a) any equipment approved or exempted from approval by IDA for connection to the Systems; and
 - (b) any public or private telecommunication systems approved or licensed by IDA which systems also meet any other requirements, which IDA may from time to time impose.
- 15.2 Notwithstanding Condition 15.1, the Licensee shall cease to connect or refuse to connect to the System any equipment or system that:
- (a) has not been approved, licensed or exempted from approval or licensing by IDA;
or

- (b) no longer meets the requirements for approval or licensing by IDA, in respect of which IDA has issued a notice to that effect to the person who has under his control such equipment or system.

15.3 The terms and conditions for the connection of equipment or systems to the Systems of the Licensee shall be determined by agreement between the Licensee and the owner or operator of the equipment or system except in so far as the conditions are prescribed in the Act or in this Licence. In the event that the parties cannot reach an agreement, the matter shall be determined by IDA whose decision shall be final.

16 Arrangements for Connection to Systems

16.1 The Licensee shall not impose technical or other conditions or employ any arrangements for the connection of equipment or systems to the Systems other than those set by IDA. In particular, the Licensee shall not, except where IDA is satisfied that it is reasonable, exercise any Intellectual Property Rights which it owns or is licensed to use in a manner which prevents or inhibits the connection of approved, licensed or exempted equipment or systems to the Systems.

16.2 In this Condition 16, 'Intellectual Property Rights' means, without prejudice to its generality, the rights to patents, trade marks, designs, know-how and copyright.

17 Changes to Systems

17.1 The Licensee shall give notice in writing to IDA and shall notify all parties affected of any changes it intends to implement in the specification or performance of the Systems which would require changes to any equipment or systems connected to the Systems or which would have the effect of making such connections inoperable. The period of notice given shall be appropriate to the likely impact on the parties affected and on connected equipment or systems and shall be decided in consultation with IDA.

17.2 Where IDA considers that a change in the Systems referred to in Condition 17.1 would cause another person licensed to provide telecommunication services in Singapore to make major changes in its own systems in order to connect its systems to the Systems, and notifies the Licensee thereof, the Licensee shall obtain the prior approval of IDA before implementing such a change.

18 Infrastructure Sharing and Deployment

18.1 The Licensee shall comply with IDA's framework for facilities sharing and deployment, including all relevant Codes of Practice, directions and notifications which IDA may issue from time to time.

18.2 Where IDA considers it necessary for the Licensee to share infrastructure with other telecommunication licensees in designated areas in the national and/or public interest or otherwise, IDA shall inform the licensees accordingly so that licensees can make the necessary arrangements before submitting their infrastructure sharing plans to IDA for approval. The Licensee shall share infrastructure whenever and wherever mandated by IDA in accordance with the framework for facilities sharing and deployment, including all relevant Codes of Practice which IDA may issue from time to time.

PART V: SERVICE OBLIGATIONS

19 Price Control/Tariffing Arrangements/Quality of Service Standards

19.1 IDA reserves the right to establish price control arrangements and Quality of Service Standards for the Services provided by the Licensee with which the Licensee shall comply.

19.2 IDA reserves the right to require the Licensee to maintain separate financial data and accounts for the Services and shall submit on request these data and accounts to IDA for inspection.

19.3 IDA reserves the right to require the Licensee to file its schemes of service, including non-price terms and conditions for the provisioning of services and price schemes with IDA before commercial launch or announcement of such services.

20 Publication of Charges, Terms and Conditions

20.1 The Licensee shall publish information about the Services it provides, covering inter alia, descriptions and pricing of the services available, the terms and conditions thereof, and the provision of fault repair and any other commercial and technical services.

21 Confidentiality of Subscriber Information

21.1 The Licensee shall respect and ensure the confidentiality of subscriber information, especially for ex-directory numbers except under the following circumstances:

- (a) where sharing of information with other licensee is necessary to detect, prevent or investigate into fraud;
- (b) where disclosure is deemed necessary by IDA or the relevant law enforcement or security agencies to carry out their functions or duties; and
- (c) where use of subscriber information is in accordance with the relevant Codes of Practice and the provisions thereof relating to the protection and confidentiality of subscriber information.

PART VI: OTHER OBLIGATIONS

22 Codes of Practice

22.1 The Licensee shall comply with the Codes of Practice issued by IDA as well as any additional or supplemental guidelines, which IDA may issue from time to time to the Licensee.

23 Number Portability

23.1 The Licensee shall implement number portability from commencement of service subject to IDA's number portability requirements and charging principles.

23.2 The Licensee shall comply, at its own cost, with any requirements and guidelines established by IDA on number portability to be implemented by the Licensee.

23.3 The Licensee shall comply with IDA's framework, arrangements and requirements in relation to number portability, including all relevant Codes of Practice, directions and notifications which IDA may issue from time to time.

24 Accounting Separation

24.1 The Licensee shall comply with the practices, principles and requirements set out in the Accounting Separation Guidelines established by IDA, and any additional or supplemental guidelines issued by IDA from time to time.

25 Restriction on Undue Preference and Undue Discrimination

25.1 The Licensee shall not show undue preference towards, or exercise undue discrimination against any person or class of persons in, inter alia, the price and performance characteristics of the Services provided or the terms and conditions under which the Services are provided. In particular, the Licensee shall not give any undue preference to, or receive an unfair advantage from, a business carried on by it or an associated or affiliated company, service or person, if IDA is of the opinion that the Licensee's competitor could be placed at a significant competitive disadvantage or that competition would be prevented or substantially restricted.

26 Restriction Against Anti-Competitive Arrangements

26.1 The Licensee shall not enter into any agreement or arrangement, whether legally enforceable or not, which shall in any way prevent or restrict competition in relation to the operation of the Systems or provision of Services by the Licensee or any other telecommunication system and/or services licensed by IDA.

27 Contracts with Third Parties to Operate or Provide Licensed Systems or Services

27.1 Where the Licensee intends to enter into any joint venture, association, contract or arrangement with a third party, the effect or purported effect of which would be to permit a person who is not originally a party to this Licence to share in the benefits of, or otherwise gain any rights or privileges under this Licence, or which would otherwise result in a breach or circumvention of Condition 2, the Licensee shall seek IDA's written approval for the joint venture, association, contract or arrangement in question.

27.2 IDA may direct at any time the Licensee to effect any changes it deems necessary in the terms and conditions of the joint venture, association, contract or arrangement referred to above.

27.3 If the Licensee fails to effect the necessary changes referred to in Condition 27.2, IDA may direct the Licensee to terminate any such joint venture, association, contract or arrangement.

27.4 Nothing in Condition 27.1 shall be construed as requiring the Licensee to obtain the approval of IDA for the appointment of agents or for the employment of independent contractors or sub-contractors to carry out any works or provide any services which enable the Licensee to discharge its duties and obligations under this Licence provided that the Licensee shall be liable to IDA for any act, omission, default, neglect or otherwise of the agents and independent contractors or sub-contractors in carrying out any such works or providing any such services.

28 Ownership, Shareholding and Management Arrangements

28.1 The Licensee shall obtain IDA's written approval for the appointment of its Chairman, Board of Directors and Chief Executive Officer and shall provide IDA with details of its ownership, shareholding and management arrangements.

28.2 Any change in the ownership, shareholding and management arrangements of the Licensee as provided pursuant to Condition 28.1 above (including but not limited to any change in Chairman, Directors and Chief Executive Officer) shall be submitted to IDA for approval at least one month before such change is intended to be implemented.

29 Direction by IDA

29.1 The Licensee shall strictly and without any undue delay comply with any directions, which IDA may from time to time issue in exercise of its powers, functions or duties under the Act, the Info-communications Development Authority of Singapore Act (the "IDA Act") or this Licence.

29.2 IDA may, by notice in writing to the Licensee amend, vary or revoke wholly or in part any directions given by it pursuant to Condition 29.1.

29.3 Unless otherwise expressly specified, the Licensee shall safeguard the secrecy of all directions given by IDA. The Licensee shall neither during the currency nor after the expiry, termination or cancellation of the Licence disclose or permit the disclosure of

any of the said directions to any person not authorised to receive the same without the prior written consent of the Chief Executive Officer of IDA. The Licensee shall further take all reasonable precautions in dealing with the said directions so as to prevent any unauthorised person from having access to the same.

30 Dispute Resolution

30.1 In the event that the Licensee fails to reach an agreement with other telecommunication licensees on matters relating to the requirements of this Licence or the Act, the matter shall be determined by IDA whose decision shall be binding on all parties concerned.

30.2 IDA reserves the right to levy a fee for work undertaken in this respect.

31 Provision of Information to IDA

31.1 The Licensee shall provide IDA with any documents or information within its knowledge, custody or control which IDA may by notice or direction require for the exercise of its functions and duties under the Act or the IDA Act or this Licence.

31.2 In order to monitor the Licensee's compliance with the conditions of this Licence, IDA may also direct the Licensee to arrange at its own cost for a separate and independent audit of its activities. The Licensee shall, at IDA's request, submit the audited accounts and reports prepared under this Condition 31 to IDA for its inspection.

31.3 The Licensee shall, when expressly notified, keep in strict confidence any documents or information so required by IDA pursuant to Condition 31.1 as well as the fact that IDA has requested such documents or information.

31.4 Subject to Condition 31.5, IDA may use and disclose such documents and information provided to IDA pursuant to Condition 31.1 to such persons as IDA deems fit.

31.5 Where IDA proposes to disclose documents or information obtained pursuant to Condition 31.1 and IDA considers that the disclosure would result in the release of information concerning the business or commercial or financial affairs of the Licensee which disclosure would or could reasonably be expected to adversely affect the Licensee's lawful business or commercial or financial affairs, IDA will give the Licensee a reasonable opportunity to make representations on the proposed disclosure before IDA makes a final decision whether to disclose the documents or information.

32 Participation in Emergency Activities

32.1 The Licensee shall, where directed by IDA, participate in any emergency activities or preparations thereof in collaboration with other relevant agencies, organisations and Government ministries and departments, in accordance with the written law in Singapore.

33 International Obligations

33.1 The Licensee shall exercise its rights and powers and perform its duties and obligations under this Licence in a manner, which is consistent with the Government's obligations under any relevant convention, agreement, arrangement or treaty to which Singapore is or shall become a party.

33.2 IDA shall notify the Licensee from time to time of any such convention, agreement, arrangement or treaty to which Condition 33.1 applies for its compliance.

34 Compliance with Auction Rules and Requirements of Grant

34.1 The Licensee hereby represents and warrants that it has complied with all the procedures and conditions of participation issued by IDA pursuant to Regulation 7 of the Telecommunications (Radio-communication) Regulations for the allocation of 3G Spectrum Rights, and as amended or varied by IDA from time to time (hereinafter referred to as the "Auction Rules"), and has not been involved in any act or omission of any act, constituting a breach of the Auction Rules, and has met and satisfied all requirements as IDA may determine pursuant to Regulation 8 of the Telecommunications (Radio-communication) Regulations.

34.2 The Licensee acknowledges and agrees that in the event IDA determines that the Licensee has breached any of the Auction Rules, IDA shall be entitled to cancel or suspend this Licence or any part thereof, or impose a financial penalty in accordance with Condition 37.1.

PART VII: SUSPENSION, CANCELLATION, VARIATION AND TERMINATION

35 Penalty Framework for Breach of Licence Conditions

35.1 Where the Licensee breaches any licence condition, IDA may impose a financial penalty on the Licensee in accordance with Section 8 of the Act.

36 Variation of Terms of Licence

36.1 Pursuant to Section 7(1) of the Act, IDA may vary or amend any of the terms of this Licence by giving the Licensee at least one month's notice in writing.

37 Suspension/Cancellation

37.1 IDA may, in any of the events specified in Section 8 of the Act, by notice in writing given to the Licensee, suspend and/or cancel this Licence in whole or in part, or impose a financial penalty in such amounts IDA thinks fit.

38 Termination of Licence

38.1 In the event that the Licensee desires to terminate this Licence or any of the Services it operates, the Licensee must obtain IDA's approval in writing at least six months in advance.

38.2 No termination of this Licence shall take effect until IDA's approval is obtained under Condition 38.1.

39 Rights upon Termination, Suspension or Cancellation

39.1 Any termination, suspension or cancellation of the Licence shall be without prejudice to the rights and remedies which may accrue to the Licensee or IDA under this Licence or any written law as at the date of termination except that the Licensee shall not have the right to seek a refund of the licence fee or any other fee paid in advance.

40 Exceptions and Limitations on Obligations

40.1 The Licensee shall not be held to have failed to comply with its obligations in this Licence if and to the extent that IDA is satisfied that it is prevented from complying with those obligations for the following reasons:-

- (a) malfunction or failure of any equipment where IDA determines that reasonable measures were taken beforehand to prevent such malfunction or failure;
- (b) the act or omission of any national authority, local authority or international organisation; or
- (c) any other factor, which, in the opinion of IDA is beyond the Licensee's reasonable control and which notwithstanding the exercise by it of reasonable diligence and foresight, the Licensee was unable to prevent or overcome,

Provided that the Licensee shall use all reasonable endeavours to resolve with all reasonable speed, the factor(s) preventing compliance with its obligations and shall resume complying with its obligations as soon as the factor(s) which prevented such compliance thereof is resolved.

41 Compliance with the Law

41.1 The Licensee shall observe and comply with the Act, the IDA Act, the Telecommunications (Radio-communication) Regulations, the International Telecommunication Convention and any other relevant treaty or convention to which Singapore is a party.

41.2 Nothing in this Licence shall be taken as discharging the Licensee from its obligations to obtain any other rights, licences, permits or approvals that may be required under any written law in force in Singapore.

42 Governing Law

42.1 This Licence shall be governed by and construed according to the law of Singapore.

43 Service of Notices

43.1 All notices under this Licence shall be in writing and shall be deemed to have been given if sent by hand or pre-paid post or by facsimile to the Licensee's registered address as lodged in the Registry of Companies and Businesses.

44 Severability

44.1 Every Condition and part thereof shall be construed as a separate and severable provision so that if any Condition or part thereof is held invalid, unenforceable or illegal for any reason, the remainder of this Licence shall remain in full force in every respect.

Dated this

**Chief Executive Officer
Info-communications Development Authority of Singapore**

SCHEDULE OF INTERPRETATION

In this Licence, unless the context otherwise requires:

- (a) Words importing the singular or plural shall be deemed to include the plural or singular respectively;
- (b) The titles to the provisions of this Licence are for convenience of reference only and are not part of this Licence and shall not in any way affect the interpretation thereof;
- (c) Any word or expression used in this Licence shall have the same meaning as it has in the Act;
- (d) Any reference in this Licence to the Act shall include any regulations made thereunder;
- (e) Any reference in this Licence to any regulations made under the Act shall include any regulations made under the Telecommunications Act 1999 until such regulations are revoked or repealed by subsidiary legislation made under the Act;
- (f) Any reference in this Licence to a person shall be deemed to include natural and legal persons;
- (g) Any reference to monetary amounts in this Licence shall be deemed to be denominated in Singapore Dollars; and
- (h) Any reference to any Guidelines, Codes, Plan or framework or other rules or documents promulgated by IDA shall be read as reference to such as may be amended from time to time.

SCHEDULE A

DESCRIPTION OF THE 3G MOBILE COMMUNICATION SYSTEMS TO BE ESTABLISHED BY THE LICENSEE

The Systems established shall be as stated below:

SCHEDULE B

DESCRIPTION OF THE 3G SERVICES TO BE PROVIDED BY THE LICENSEE

The Services established by the Licensee shall be as stated below: