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Mr. Andrew Haire
Senior Director (Regulation & Operations)
Info-comm Development Authority of Singapore
8 Temasek Boulevard
#14-00 Suntec Tower Three
Singapore 038988

RE: Comments on the Proposed Amendments to SingTel's Reference Interconnections Offer to Offer Connection Services at Submarine Cable Landing Stations

Dear Mr. Haire:

On behalf of AT&T Worldwide Telecommunications Services Singapore Pte. Ltd. and AT&T Telecommunications Services Singapore Pte. Ltd. (collectively, "AT&T Singapore"), I am pleased to submit the following comments on the Info-communications Development Authority of Singapore Consultation Paper, *Proposed Amendments to SingTel's Reference Interconnections Offer to Offer Connection Services at Submarine Cable Landing Stations*, issued on 21 May 2002 (the "*Consultation Paper*"). As the IDA correctly understands, connection services at SingTel cable stations are a critical interconnection related service that must be available to ensure access between submarine cable capacity and competitive backhaul services. AT&T Singapore supports the proposed inclusion of a cable landing station connection service schedule within the SingTel RIO. Subject to the modifications requested in our following comments, the new RIO Schedule 4B will accelerate the ability for new FBO licensees to activate their undersea capacity, and thereby support the increasing bandwidth needs of Singapore customers.

AT&T would like to thank the Info-communications Development Authority of Singapore for the opportunity to provide industry input as you consider this important matter. I would be pleased to respond to any questions concerning these comments and to provide any further information that would be helpful to the IDA. Please do not hesitate to contact me in that regard.

Respectfully submitted,

C. A. Barton

AT&T² Comments
Proposed Amendments to SingTel's RIO

Schedule 4B – Submarine Cable Connection Service

- Paragraph 1.6(a) and (b). Meeting the timeframes within Schedule 4B is the responsibility of SingTel by exercising reasonable prudence, whether SingTel meets those timeframes using its own employees or using its selected third party suppliers and sub-contractors. Accordingly, we seek the following modification to Paragraph 1.6 (b): “For the avoidance of doubt, events that should be anticipated with reasonable prudence, and events within the reasonable control of SingTel, its suppliers or its sub-contractors, should be deemed to be events within the reasonable control of SingTel. A failure to meet timeframes caused by events outside SingTel’s reasonable control does not constitute a breach of this Schedule or this RIO Agreement.”
- Paragraph 1.7(a). To reinforce that SingTel is responsible for the timely performance of its suppliers or sub-contractors, change this provision from “solely caused by SingTel” to state “caused by SingTel, its suppliers or its subcontractors”
- Paragraph 1.7(b). The remedy payable for the delayed services should be in the form of cash payment to the Requesting Licensee rather than in the form of a credit to the Requesting Licensee.
- Paragraph 1.7(c). There are several reasons to strike this paragraph in entirety. First, because the proposed Schedule 9 does not show actual charges for the Schedule 4B services, we can’t determine if the amounts would be a genuine pre-estimate of damages. Second, if the amounts in Schedule 9 are not high, SingTel may have incentives to delay and then pay the remedy. For example, if a Requesting Licensee loses a high capacity bandwidth customer due to delay in provisioning a cross-connect, the compensation of recurring charges over the period of delay likely will not equal the damage caused. The potential to claim broader damages should be left available to the Requesting Licensee.
- Paragraph 3.1. To ensure non-discriminatory treatment between Requesting Licensees and SingTel or its affiliates, change “using the same criteria it uses to provide the Connection Service. . . .” to state “using the same criteria and processes it uses to provide the Connection Service. . . .”
- Paragraph 3.2. To ensure non-discriminatory treatment between Requesting Licensees and SingTel or its affiliates, change “SingTel shall process and respond to all requests under this Schedule 4B” to state “SingTel shall process and respond to all requests either under this Schedule 4B or requests by itself or its affiliates”
- Paragraph 3.7. Because the version of Schedule 9 available on the IDA web site for this *Consultation Paper* does not contain the amount of the proposed charge per charge type, it is not possible to determine whether such charges are set a reasonable cost-based level. We are concerned that SingTel will propose to set its charges significantly above forward-looking incremental cost. We urge IDA to give close scrutiny to the cost justification for such SingTel charges, and to reject excessive charges as unacceptable for inclusion in the RIO.
- Paragraph 4.4. SingTel’s time between their acceptance of an ICO and provisioning of initial capacity should be fourteen (14) days, rather than the thirty (30) days proposed. After acceptance of the ICO, fourteen days is sufficient time to respond.

- Paragraph 7.4(b) and (c). If SingTel rejects an ACO in part or in whole, pursuant to Paragraph 7.4(b) or (c), then SingTel must state when it will be able to provide the quantity of additional capacity requested in the ACO, and must provide the Requesting Licensee with the opportunity to accept or decline such alternative date.
- Paragraph 10.1(b)(iii). To correct what appears to be a drafting error, change “more than fifteen (15) business days” to state “no less than fifteen (15) business days”
- Paragraph 10.1(d). For early termination of a link, the remedy should be a reasonable percentage of the recurring charges from the remainder of the Link Term, and not the entire amount. Twenty-five percent (25%) of remaining recurring charges would be reasonable.
- Paragraph 10.2(b)(iii). To correct what appears to be a drafting error, change “more than ten (10) business days” to state “no less than ten (10) business days”
- Paragraph 13.2. For planned maintenance that may affect the other Party’s systems, five (5) Business Days is not adequate notice. The advance notice period for planned maintenance should be twenty (20) Business Days.
- Paragraph 16.1. SingTel should not have a right to immediately terminate the Connection Service for any of the reasons listed in Paragraph 16.1. Rather, SingTel must provide written notice of the basis on which it seeks to terminate the service, and then provide an opportunity to cure of no less than five (5) Business Days after the Requesting Licensee receives such written notice from SingTel.
- Paragraph 16.4. To ensure appropriate SingTel treatment even at the expiry or termination of a Connection Service agreement, the final sentence of Paragraph 16.4 should be modified to state: “. . . Requesting Licensee shall have no claim whatsoever against SingTel, provided that SingTel acted reasonably.”
- Paragraph 16.5. For early termination of the Connection Service, the remedy should be a reasonable percentage of the recurring charges from the remainder of the Connection Service Term, and not the entire amount. Twenty-five percent (25%) of remaining recurring charges would be reasonable.