

**APPENDIX 1: SUMMARY OF SINGTEL ISSUES IN ADDITION TO PART 3 OF THIS SUBMISSION**

REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
<b>Part 1</b>	<b>Acceptance Procedures</b>	
Clause 1.3(e)	<p><b>Banker's Guarantee /Security Deposit</b></p> <p>Amend to state that where the paid-up capital of a Requesting Licensee is less than the relevant threshold and an estimate of the value of services cannot be ascertained within a reasonable time, the banker's guarantee or security deposit should be S\$20,000</p>	<p>Clause 1.3(e) of Part 1 requires a Requesting Licensee that accepts SingTel RIO to provide a banker's guarantee or security deposit equivalent to the value of 2.5 times the monthly value of services likely to be acquired by the Requesting Licensee. SingTel understands that it could be challenging for the Requesting Licensee to ascertain the likely value of services to be required under the RIO. In order to avoid delays in the acceptance process, SingTel's experience is that S\$20,000 is a reasonable estimation of this amount.</p>
Clause 5	To remove this section.	<p>This clause provides for IRS which were not previously included in the RIO Agreement. However if the RIO Agreement is amended to include a New Service which the Requesting Licensee wishes to acquire, the provisions in clause 4 would have already covered that request. In practice, New Services are Additional Services, covered by clause 4. Clause 5 is superfluous and should be removed.</p>

REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
<b>Part 2</b>	<b>Reference Interconnection Offer Agreement</b>	
RECITALS	To include the reciprocity requirement.	Refer to <b>Part 3</b> of SingTel's submission. Any Requesting Licensee entering into the RIO will be expected to understand and accept that reciprocity was part of the basis of which the RIO was being offered.
Clause 4.2	To include a provision that the RIO would be renewed on an annual basis (subject to the applicable termination provisions).	There is currently no explicit provision for renewal of the RIO. This should be on an annual basis following the expiry of the Effective Date (measured from three years from the IDA acceptance of the RIO).
New Clause 12.6	Propose to add new clause to enable suspension of all works if SingTel suspends or terminates this schedule or the RIO Agreement.	When Requesting Licensee defaults payment, SingTel should not be required to incur more costs during suspension or termination.
<b>Schedule 1A</b>	<b>Physical and/or Virtual Interconnection for FBOS</b>	
Clauses 2.2 – 2.6	These clauses should be amended to provide for flexibility in their subject matter	This is to cover situations where the parties agree on interfaces other than IGS level; where the number of IGSs available for interconnection may change; and where the Requesting Licensee wishes to seek alternative interconnection configuration.

REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
Clause 2.9	To be amended to refer to all SingTel IGSs.	SingTel recognises that the Interconnection configuration may change with time as the market condition changes.
Clause 5	Amend Figure 1 to change the wording “DDF” to “IGS-DDF” and remove the wording “2Mbps”.	For clarity.
Clause 6	Amend Figure 2 to change the wording “DDF” to “IGS-DDF”. Include DDF for local leased circuit termination point between Requesting Licensee’s exchange and IGS-DDF	For clarity.
Clause 6.2	Amend the wordings “DDF in SingTel’s IGS” to “SingTel Exchange Building housing the SingTel’s IGS to which Virtual Interconnection is sought.”	For clarity.
New provision	To clarify the circuit assignment for circuit identification codes for the individual circuits of the interconnection links shall be determined by SingTel.	SingTel is currently managing the assignment of circuit identification codes for the Requesting Licensee under the RIO. This is a more effective approach in managing the use of the circuit identification codes for interconnection.

REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
Clause 7.4.1	This clause should be amended to state a routing requirement in accordance with the agreed arrangements for a particular call type.	For consistency between Schedules 2 and 4 whereby calls to the Emergency Services are to be routed using the same interconnect link between SingTel and the Requesting Licensee with dedicated trunk group being assigned.
Clause 8.7	To amend the timeframe for flexibility.	To cater for exigency situation where the request involves high level of complexity and the study on the requirement may exceed thirty (30) Business Days.
Clause 8.15.1	To amend clause to provide an advance timeframe for a Request for Interconnect Capacity Without Forecast.	This is to provide sufficient time for the Supplying Party to evaluate the request and reserve its resources to schedule and implement the increase in requested Interconnect Capacity.

REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
New Clause 8.15.5	Where the actual usage of interconnect capacity is less than the minimum amount, the Requesting Licensee should be liable to pay for any difference between actual usage and the minimum amount.	To enable the efficient use and management of resources. This applies to cases of provisioning without forecast, where SingTel is required to purchase an amount of capacity. SingTel should not be liable for costs incurred by the Requesting Licensee's failure to utilise this capacity.
<b>Schedule 1B</b>	<b>Virtual Interconnection for SBOs</b>	
Clause 2.4	To be amended to refer to all SingTel IGSs.	SingTel recognises that the Interconnection configuration may change with time as the market condition changes.
New provision	To add clarify the circuit assignment for circuit identification codes for the individual circuits of the interconnection links shall be determined by SingTel.	SingTel is currently managing the assignment of circuit identification codes for the Requesting Licensee under the RIO. This is a more effective approach in managing the use of the circuit identification codes for interconnection.
<b>Schedule 2</b>	<b>Origination, Termination and Transit (O/T/T)</b>	
General	To include definitions of Call Origination Service, Call Termination Service, Call Transit Service and Integrated Switch under Schedule 2.	To provide clarity of the services.

REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
<b>Schedule 2A</b>	<b>Call Origination Service</b>	
General	Insert changes to include Integrated Switch into this schedule.	Refer to <b>Part 3</b> of SingTel's submission.
Clause 3.8	Include a process for Request of Cessation or Termination of Call Type. Include considerations, such as the charges incurred by Supplier due to the termination of Call Type.	To compensate Supplier the costs to implement the cessation of any Call Type in its Network. This will be relevant as Requesting Licensee may cease the offering of certain services to which the relevant Call Type has been implemented. Requesting Licensee may apply for cessation or termination of call type by submitting the form and indicating the date of cessation or termination.
Annex 2A-1	To amend the Call Types Request Form (Annex 2A-1)	To provide clarity to in the request form and to align to the charging arrangement in clause 4.
<b>Schedule 2B</b>	<b>Call Termination Service</b>	
General	Insert changes to include Integrated Switch into this schedule.	Refer to <b>Part 3</b> of SingTel's submission.
Clause 2.8	Include a process for Request of Cessation or Termination of Call Type. Include considerations, such as the charges incurred by Supplier due to the	To compensate Supplier the costs to implement the cessation of any Call Type in its Network. This will be relevant as Requesting Licensee may cease the offering of certain services to which the

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	termination of Call Type.	relevant Call Type has been implemented. Requesting Licensee may apply for cessation or termination of call type by submitting the form and indicating the date of cessation or termination.
Annex 2B-1 Clause 3.2	To amend the Call Types Request Form (Annex 2A-1)	To provide clarity to in the request form and to align to the charging arrangement in clause 4.
<b>Schedule 2C</b>	<b>Call Transit Service</b>	
Schedule 2C	Insert changes to include Integrated Switch into this schedule.	Refer to <b>Part 3</b> of SingTel's submission.
Clause 3.2 (c)	To amend to cover necessary authorizations from the relevant Third Party prior to transiting calls to its network.	This is to avoid the scenario whereby SingTel transits a call to a Third Party operator who has not approved/consented to the Acquirer's arrangements.
Clause 3.8	To include a process for Request of Cessation or Termination of Call Type. Include considerations, such as the charges incurred by Supplier due to the termination of Call Type.	To compensate Supplier the costs to implement the cessation of any Call Type in its Network. This will be relevant as Requesting Licensee may cease the offering of certain services to which the relevant Call Type has been implemented. Requesting Licensee may apply for cessation or termination of call type by submitting the form and indicating the date of cessation or termination.

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New Clause 6.3	Add new clause 6.3: <i>The acquirer shall indemnify the supplier of the costs of cessation or termination when the arrangements with third party operators are terminated</i>	To compensate supplier adequately for the cessation of any Call Type.
Annex 2C-1 Clause 3.2	Amend item 3.2 to remove "Circuit Assignment".	To provide clarity to in the request form
<b>Schedule 3A</b>	<b>Licensing of Local Loop/Sub-Loop</b>	
Clause 1.2	To clarify definitions on local loop, sub loop, sub loop distribution and sub loop feeder in this Schedule.	For clarity
Clause 2.2(d)	To amend to include customers' reasonable requests in the security and confidentiality requirements.	Some customers may have security and confidential requirements, (eg embassies).
Clause 4.5(f)	To add "or implemented" after "the Requesting Licensee has not obtained".	SingTel could not provide the service if the relevant Sub Tie Cable or Termination Block are not ready.
Clause 4.5(g)	To add "or has not completed the process as set out in clause 1 of Attachment. A of Schedule 8 Attachment" after "necessary Co-Location Space	SingTel could not provide the service if the relevant installation is not ready.



REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
	under Schedule 8B”.	
New Clause 4.5(h)	To add new clause “provision of local loop or sub loop is technically not possible/feasible, e.g. direct fibre to the exchange switch.”	This is technically not feasible.
Clause 6.4	To amend to cater for potential delays caused by complexities.	To cater for exigency situation where the request involves high level of complexity and the study on the requirement may exceed the thirty (30) Business Days.
Clause 6.5 (d)	Delete the clause 6.5(d)	The requirement should be clarified in clause 6.3.
Clause 6.7	To provide for notification to the Requesting Licensee if there is a delay in installation	To cater for exigency situation where the request involves high level of complexity of the construction and the study on the requirement may exceed the estimated provisioning date.
Clause 6.8	To require the Requesting Licensee to reply within five (5) Business Days.	Construction of Local Loop may require trenching work, SingTel cannot wait indefinitely for Requesting Licensee to provide a confirmation.
Clause 7.9	To amend to refer to immediate notification to SingTel.	Requesting Licensees should be required to take immediate action to prevent any breach.

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Clause 8.1	To add " <i>for Local Loop or Sub Loop</i> " after "As part of the Request"	For clarity
Clause 8.5	To delete " <i>MDF</i> " before the word "equipment"(2 occurrences)	For clarity
Clause 9.2	To add " <i>or due to wear and tear</i> " after the words "cable diversion"	For clarity
Clause 9.5	To delete the whole clause 9.5	Duplicated in Clause 9.7.
New provision	To add a new requirement for the Requesting Licensee to comply with any spectrum management and deployment Plan developed by SingTel from time to time and approved by the Authority.	Requesting Licensee using Local Loops and Sub Loops for xDSL service may interfere with SingTel's existing lines. Hence, compliance to Spectrum Management and Deployment Plan is required.
Clause 11.4	To amend to include any planned repairs and SingTel's reasonable opinion of the likely impact of the interruption on the Requesting Licensee.	To minimise or remove the unnecessary notification when the repair or upgrade would not affect the services of the Requesting Licensee, or where the impact of such repair or upgrade on the Requesting Licensee service does not exceed three hours.
Clause 13.3	To amend clause to require the Requesting Licensee to give 6 months notice of terminate the license of	This is a reasonable notice period in which to provide certainty to SingTel in its network planning.

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	the Local Loop or Sub Loop (after the expiry of the original term).	SingTel in its network planning.
New Clause 15.5	To require Requesting Licensees to indemnify SingTel for its <i>costs</i> incurred with termination or the expiry of the licence.	SingTel incur <i>costs</i> for its resources utilised in updating the records and removing any jumpers where applicable. SingTel should be entitled to recover such <i>costs</i> from the Requesting Licensee.
<b>Schedule 3B</b>	<b>Line Sharing</b>	
Clause 1.2	To clarify definitions on line sharing.	Refer to our comments on Schedule 3A, Clause 1.2
Clause 2.2(c)	To amend to include customers' reasonable requests in the security and confidentiality requirements.	Some customers may have security and confidential requirements, (eg embassies).
Clause 2.2(d)	To add "or the POA" after "Local Loop"	For clarity
Clause 4.5(f)	To add "or implemented" after "the Requesting Licensee has not obtained".	SingTel could not provide the service if the relevant Sub Tie Cable or Termination Block are not ready.
Clause 4.5(g)	To add "or has not completed the process as set out in clause 1 of Attachment. A of Schedule 8 Attachment" after "necessary Co-Location Space	SingTel could not provide the service if the relevant installation is not ready.

REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
	under Schedule 8B”.	
New Clause 4.5(i)	To add new clause “line sharing on the customer’s loop is technically not possible/feasible, e.g. direct fibre to the exchange switch.”	This is technically not feasible.
Clause 6.2	To add “For the avoidance of doubt, this applies to line sharing that has been licensed under this agreement” at the end of the sentence.	For clarity.
Clause 7.1	To amend clause to provide for the provision of documentary evidence of the date of installation.	For clarity.
Clause 7.5	To delete “MDF” before “equipment”.	For clarity
Clause 8.2	To add “or due to wear and tear” after “or cable diversion”	For clarity
Clause 8.7	To delete the whole clause 8.7	Duplicated in clause 8.9.
Clause 10.9	To add “any planned” before “repair” and to add “and in SingTel reasonably view, would have impact on the services of the Requesting Licensee	To minimize or remove the unnecessary notification when the repair or upgrade would not affect the services of the Requesting Licensee or the impact of such repair or upgrade on the Requesting Licensee

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	and the interruption of service exceed three hours,” after “Share Line”.	service does not exceed three hours.
New provision	SingTel should have the right to do whatever necessary to restore the basic telephony to the customers until such time when the Requesting Licensee restores its equipment.	SingTel must be able to maintain its rights to continue providing basic telephone services to its customers.
New Clause 13.3	Propose to add new clause 13.3 to suspend all works if SingTel suspends or terminates this schedule or the RIO Agreement.	When Requesting Licensee defaults payment, SingTel should not be required to incur more <i>costs</i> during suspension or termination.
New Clause 14.8	To require Requesting Licensees to indemnify SingTel for its <i>costs</i> incurred with termination or the expiry of the licence.	SingTel incur costs for its resources utilised in updating the records and removing any jumpers where applicable. SingTel should be entitled to recover such costs from the Requesting Licensee.
<b>Schedule 4A</b>	<b>Emergency Service</b>	
Clause 2	To incorporate an application process and charges for enabling emergency service; similar to that of the application of Call Type Request in Schedule 2.	For clarity.

REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
<b>Schedule 5A</b>	<b>Access to Lead-in Duct and Associated Manholes</b>	
Clause 3.4	To reduce the number of applications per day.	<p>This requirement resulted in unnecessary resources being tied up, especially where there is no demand. SingTel's proposed amendment is hence appropriate.</p> <p>SingTel has committed actual resources to the anticipated applications per day for the last 3 years. Given the poor-take up rate for Schedule 5A, the number of applications needs to be reviewed.</p>
Clause 4.3	To add to clause 4.3 to enable SingTel to reasonably determine the number to be licensed based on the number of cables to be installed (where the request exceeds one lead-in duct or connection duct).	To optimize efficient utilization of resources.
Clause 4.5	To add to clause 4.5 to cover charges for unforeseen circumstances or additional work that could not be reasonably envisaged in the conduct of the Project Study.	To compensate SingTel adequately in events where the costs exceed their original estimations.
Clause 5.3 (a)	Delete clause 5.3 (a)	For clarity.

REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
Clause 5.3 (d)	Add item of labour costs.	SingTel is entitled to recover its reasonable costs in constructing the ducts.
Clause 5.7	To amend clause to require a Requesting Licensee to describe the circumstances that are beyond its control, provide evidence of the circumstances and such request must be received prior to the expiry of the aforementioned twenty-five (25) Business Day period.	It is reasonable to expect the Requesting Licensee to provide evidence to substantiate its claim.
New Clause 5.7A	To insert new clause 5.7A to cover circumstances whereby if Requesting Licensee does not complete the connection of its duct within the granted extension period, SingTel shall be entitled to deem the connection duct as abandoned.	It is clear that when the Requesting Licensee does not have a need, the license should be terminated as specified in the Termination clause. This clause would manage the Requesting Licensee's request for ducts only when the use of the duct is required.
Clause 6.1	It is clear that when the Requesting Licensee does not have a need, the license should be terminated as specified in the Termination clause.	This clause would manage the Requesting Licensee's request for ducts only when the use of the duct is required.
Clause 6.12	To delete the phrase:  "in a significant manner which disadvantages	For clarity.

REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
	SingTel or jeopardises SingTel's plant"	
Clause 6.13.	Delete clause 6.13.	This clause contradicts clause 17.
Clause 7.1	Clarify that the Requesting Licensee shall pay SingTel the costs incurred to process the application.	SingTel should be reasonably compensated for its costs to process the application.
Clause 8.1	Amend to cover horizontal trunking, subject to approval from all relevant authorities including management councils and building owners.	For clarity.
Clause 11.1 to 11.6	The right to impose punitive actions against unauthorized access.	SingTel does not condone trespass. There is no reasonable excuse why trespasser should still be given an opportunity to submit an application under the agreement. Punitive measures are necessary to discourage unauthorized access.
Clause 17.2	Amend to align with the extension of the RIO: yearly.	For consistency with the proposed renewal term of the RIO Agreement.
Clause 17.3	Include a requirement to preclude the Requesting Licensee from terminating the licence within the	The Requesting Licensee should similarly be required to comply with the minimum term. SingTel requires the certainty for better



REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
	period of the minimum term.	planning of its network.
New Clause 18.2A	Propose to add new clause to suspend all works if SingTel suspends or terminates this schedule or the RIO Agreement.	When Requesting Licensee defaults payment, SingTel should not be required to incur more costs during suspension or termination.
Clause 19.5	Amend to require SingTel to give the Requesting Licensee, as reasonably practical, notice at any time during the term of access to the Building Lead-in Duct.	Building owners may not give SingTel the necessary lead-time, when closing the POA or Building MDF room, which is required to inform the Requesting Licensee.
New Clause 19.6	To add a clause to make the Requesting Licensee liable to pay SingTel the charges for terminating the Building Lead-in Duct and its associated lead-in manhole license.	SingTel must be adequately compensated for the works in terminating the licenses.
Clause 20.1	To add that SingTel shall reinstate the Building Lead-in Duct and its associated Lead-in Manhole, reinstate all openings and recover the reasonable costs of such reinstatement from the Requesting Licensee. SingTel shall also verify the Requesting Licensee's adherence to Clause 20.1 and update its records. SingTel shall recover the reasonable costs	SingTel is entitled to recover its costs of processing the termination application and verification.

REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
	of such works from the Requesting Licensee.	
Clause 20.2	To clarify that SingTel shall remove and dispose the Requesting Licensee's Underground Equipment and reinstate the Building Lead-in Duct and its associated Lead-in Manhole to their original conditions, if necessary, and receive compensation for the reasonable costs associated with the works undertaken by SingTel.	SingTel is entitled to recover its costs of processing the termination application and verification.
New Clause 20.2A	Upon termination of the License, SingTel shall terminate any physical access granted to the Building Lead-in Duct and its associated Lead-in Manhole.	For consistency with the term of the licence.
New Clause 20.4	To add a clause to make the Requesting Licensee liable to pay SingTel the charges for terminating the Building Lead-in Duct and its associated lead-in manhole license.	SingTel must be adequately compensated for the works in terminating the licenses.
<b>Schedule 5A,</b> <b>Annex B</b> New Clause	The Requesting Licensee should be required to pay SingTel the costs for processing the Physical Access application in accordance with Schedule 9.	SingTel should be entitled to recover costs for its resources utilized in processing the application.

REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
2.4	Access application in accordance with Schedule 9.	
New Clause 3.8	The Requesting Licensee should be required to pay SingTel the costs for processing the Physical Access application in accordance with Schedule 9.	SingTel should be entitled to recover costs for its resources utilized in processing the application.
<b>Schedule 5B</b>	<b>Licensing of Tower Space &amp; Co-Location Space at Tower Sites</b>	
New Clause 3.6	Tower Space and co-Location space request will be processed on a “first come first served” basis subject to maximum of one (1) application per day and a total cumulative number of three (3) per week from any Requesting Licensee	SingTel requires a cap on the number of applications that it can process daily and weekly. This is to optimize the resources allocated to handle the applications. SingTel’s resources to attend to such applications are limited.
Clause 4.4	Add requirements which specify the role of engineers and SingTel’s approval of the appointment of the Professional Engineer.	To ensure integrity and standard of SingTel’s tower, SingTel will not approve any modification to the structure by any Professional Engineer.
Clause 6.8	Delete clause 6.8.	The terms of license is covered in Clause 12.
Clause 8.3	Add a requirement that no modification is to be made to the sides of the tower. There will be no	To ensure integrity and standard of SingTel’s tower, SingTel will not approve any modification to the structure.

REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
	taking of space other than that which is necessary.	approve any modification to the structure.
Clause 12	To add a clause to make the Requesting Licensee liable to pay SingTel the charges for terminating the license.	SingTel must be adequately compensated for the works in terminating the licenses.
Clause 12.3	Add a preclusion on the Requesting Licensee terminating the licence within the period of the minimum term.	Requesting Licensee should similarly be required to comply with the minimum term. SingTel requires the certainty for better planning of its network.
Clause 12.6	Amend to require SingTel to give the Requesting Licensee, as reasonably practical, notice at any time during the term of access to the tower site if the site is to be closed (and the licence terminated as a result).	SingTel may not always be given the necessary lead-time, when the Third Party requires SingTel to close the tower site.
New Clause 12.7(c)	SingTel shall also verify the Requesting Licensee's adherence to clause 20.1(a) and update its records. SingTel shall recover the reasonable costs of such works from the Requesting Licensee.	SingTel should be entitled to recover its costs of processing the termination application and verification.
Clause 14.1	The Requesting Licensee should be liable to pay SingTel the charges for the processing of the	SingTel must be adequately compensated for the costs in processing the application.

REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
	application.	
New Clause 15	Propose to add new clause to suspend all works if SingTel suspends or terminates this schedule or the RIO Agreement.	When Requesting Licensee defaults payment, SingTel should not be required to incur more costs during suspension or termination.
<b>Schedule 5B, Attachment A</b> Clause 1.6.2	SingTel shall only be obligated to provide what is available at the Co-Location space.	This should not preclude a Requesting Licensee to request SingTel to extend to the Co-Location space as part of the site preparation work. In such cases, the Requesting Licensee shall compensate SingTel for the costs incurred.
<b>Schedule 5B, Attachment C</b>		
New Clause 1.5.5	SingTel will levy escort charges from the approved time of access until the time the Requesting Licensee leaves the exchange subject to a minimum 2 hour timeframe.	Resources are allocated to escort in accordance to the approved time of access and SingTel should be entitled to recover the costs of the resources utilized (irrespective of whether the Requesting Licensee is late).
New Clause 1.5.6	Requesting Licensee shall pay SingTel the costs of processing the Physical Access application in accordance with Schedule 9.	SingTel is entitled to recover the costs for its resources utilized in processing the application.
New Clause 1.5.7	Any amendments and cancellation of Physical Access request must reach SingTel at least 6 hours of a Business Day before the approved Physical Access.	SingTel has scheduled resources to perform the escort work. SingTel requires notice in advance should there be a change in the Physical Access request to efficiently re-schedule its resources.

REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
New Clause 1.5.8	Subject to Clause 1.5.7, where the Requesting Licensee does not turn up at the approved date and time of the Access, SingTel shall be entitled to recover the full escort charge for the approved Duration of Access, subject to the minimum of 2 hours charge.	Resources are allocated to escort in accordance to the approved time and Duration of Access and SingTel is entitled to recover the full cost of the resources utilized.
Clause 1.6.5	To amend one hour for service affecting emergency to two hours.	SingTel is required to activate resources to attend at the collocation site, and 1 hour is too stringent. This timing is also being practised by other FBOs at their POI collocation sites.
New Clause 1.6.8	SingTel will charge from the approved time of access till the time the Requesting Licensee leaves the exchange subject to a minimum 2 hour charge.	SingTel has scheduled resources to perform the escort work. SingTel requires notice in advance should there be a change in the Physical Access request to efficiently re-schedule its resources.
New Clause 1.6.9	Requesting Licensee should pay SingTel the costs for processing the Physical Access application in accordance with Schedule 9.	SingTel should be entitled to recover costs for its resources utilized in processing the application.
New Clause 1.6.10	Where the Requesting Licensee does not turn up at the approved date and time of the Access, SingTel shall be entitled to recover the full escort charge for the approved Duration of Access, subject to the minimum of 2 hours charge.	Resources are allocated to escort in accordance to the approved time and Duration of Access and SingTel is entitled to recover the full cost of the resources utilised.

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<b>Schedule 6</b>	<b>Number Portability</b>	
Annex 6A Clause 1.1.7	To reduce the number of applications per day.	This requirement resulted in unnecessary resources being tied up, especially where there is little demand. SingTel's proposed amendment is hence appropriate.
Annex 6A Clause 1.2.3	To change to seven (7) Business Days.	This allows more time for the Requesting Licensee to make arrangements as well as coordinate the activation of service with their customers.
Annex 6A Clause 1.4.3	To revise the time of activation	To facilitate the parties' management of manpower to activate the request at a more practicable time. It also facilitates faster investigation of faults should there be any at the point of activation of Number Portability.
New Clause 1.4.5	To state that it is the responsibility of the RNO to perform its own testing. The RNO shall troubleshoot with the DNO if there are problems that arise from the testing.	For clarity.
<b>Schedule 8</b>	<b>Co-Location</b>	

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Clause 1.2 to Clause 1.6	To remove.	SingTel is only required to offer Co-location space in Schedule 8A, 8B, and 8D as there is no request for collocation at any other sites e.g. local switch or STP.
<b>Schedule 8A</b>	<b>Co-Location for Point of Interconnection (POI)</b>	
Clause 1.1	To include clarification that this refers to installation of POI Co-Location Equipment. For all other clauses, the definition of POI Co-Location Equipment should be used.	For clarity. To also define POI Co-Location Equipment in Schedule 12.
Clause 3.3	To amend the acknowledge receipt from within three (3) Business Days to five (5) Business Days.	SingTel requires five (5) Business Days to assess the application and perform a desk study; clarifications in relation to the application may be required.
New Clause 3.6	Co-Location space request will be processed on a "first come first served" basis subject to maximum of one (1) application per day and a total cumulative number of three (3) per week from any Requesting Licensee	SingTel requires a cap on the number of applications that it can process daily and weekly. This is to optimize the resources allocated to handle the applications. SingTel's resources to attend to such applications are limited.
Clause 7	Amend to align with the extension of the RIO: yearly.	For consistency with renewal of the RIO agreement.



REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
	yearly.	
Clause 9.1	To require the Requesting Licensee to pay SingTel the costs incurred to process the application.	SingTel should be reasonably compensated for its costs to process the application.
New Clause 10	Propose to add new clause to suspend all works if SingTel suspends or terminates this schedule or the RIO Agreement.	When Requesting Licensee defaults payment, SingTel should no be required to incur more costs during suspension or termination.
<b>Schedule 8B</b>	<b>Co-Location for Point of Access (POA)</b>	
Clause 1.1	To include clarification that this refers to installation of POA Co-Location Equipment. For all other clauses, the definition of POA Co-Location Equipment should be used.	For clarity. To also define POA Co-Location Equipment in Schedule 12.
Clause 3.3	To amend the acknowledge receipt from within three (3) Business Days to five (5) Business Days.	SingTel requires five (5) Business Days to assess the application and perform a desk study; clarifications in relation to the application may be required.
New Clause 3.6	Co-Location space request will be processed on a "first come first served" basis subject to maximum of one (1) application per day and a total cumulative	SingTel requires a cap on the number of applications that it can process daily and weekly. This is to optimize the resources allocated to handle the applications. SingTel's resources to attend to such

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	number of three (3) per week from any Requesting Licensee	applications are limited.
Clause 7	Amend to align with the extension of the RIO: yearly.	For consistency with the renewal of the RIO agreement.
Clause 9.1	To require the Requesting Licensee to pay SingTel the costs incurred to process the application.	SingTel should be reasonably compensated for its costs to process the application.

REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
<b>Schedule 8C</b>	<b>Co-location at Satellite Earth Station</b>	
Clause 1.1	To refer to installation of SES Co-Location Equipment. For all other clauses, the definition of SES Co-Location Equipment shall be used.	To provide clarity. To also define the SES Co-Location Equipment in Schedule 12.
Clause 3.2	To amend the acknowledge receipt from within three (3) Business Days to five (5) Business Days.	SingTel requires five (5) Business Days to assess the application and perform a desk study; clarifications in relation to the application may be required.
Clause 3.3	Co-Location space request will be processed on a "first come first served" basis subject to maximum of one (1) application per day and a total cumulative number of three (3) per week from any Requesting Licensee	SingTel requires a cap on the number of applications that it can process daily and weekly. This is to optimize the resources allocated to handle the applications. SingTel's resources to attend to such applications are limited.
New Clause 3.6	Amend to align with the extension of the RIO: yearly.	For consistency with the renewal of the RIO Agreement.
Clause 7	To require the Requesting Licensee to pay SingTel the costs incurred to process the application.	SingTel should be reasonably compensated for its costs to process the application.

REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
Clause 9.1	To require the Requesting Licensee to pay SingTel the costs incurred to process the application.	SingTel should be reasonably compensated for its costs to process the application.
New Clause 10	Propose to add new clause to suspend all works if SingTel suspends or terminates this schedule or the RIO Agreement.	When Requesting Licensee defaults payment, SingTel should not be required to incur more costs during suspension or termination.
<b>Schedule 8D</b>	<b>Co-location at Submarine Cable Landing Station</b>	
Clause 1.1	To refer to installation of SCLS Co-Location Equipment. For all other clauses, the definition of SCLS Co-Location Equipment shall be used.	To provide clarity. To also define SCLS Co-Location Equipment in Schedule 12.
Clause 3.3	To amend the acknowledge receipt within three (3) Business Days to five (5) Business Days.	SingTel requires five (5) Business Days to assess the application and perform a desk study, clarifications in relation to the application may be required.
New Clause 3.6	Co-Location space request will be processed on a "first come first served" basis subject to maximum of one (1) application per day and a total cumulative number of three (3) per week from any Requesting Licensee	SingTel requires a cap on the number of applications that it can process daily and weekly. This is to optimize the resources allocated to handle the applications. SingTel's resources to attend to such applications are limited.

REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
Clause 7	Amend to align with the extension of the RIO: yearly.	For consistency with renewal of the RIO agreement.
Clause 9.1	To require the Requesting Licensee to pay SingTel the costs incurred to process the application.	SingTel should be reasonably compensated for its costs to process the application.
New Clause 10	Propose to add new clause to suspend all works if SingTel suspends or terminates this schedule or the RIO Agreement.	When Requesting Licensee defaults payment, SingTel should not be required to incur more costs during suspension or termination.
<b>Schedule 8 Attachments</b>		
Attachment A, Clause 1.1.2	Add requirements which specify the role of engineers and SingTel's approval of the appointment of the Professional Engineer.	To ensure integrity and standard of SingTel's collocation space, SingTel will not approve any modification to the equipment by any Professional Engineer.
Attachment A, Clause 1.6.2	SingTel shall only be obligated to provide what is available at the Co-Location space.	This should not preclude a Requesting Licensee to request SingTel to extend to the Co-Location space as part of the site preparation work. In such cases, the Requesting Licensee shall compensate SingTel for the costs incurred.

REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
Attachment C, Clause 1.2	To impose additional charges for updating the master list.	SingTel resources are required for updating of the master list. As such, the costs should be recovered from the Requesting Licensee.
Attachment C, Clause 1.6.5	To amend one hour for service affecting emergency to two hours.	SingTel is required to activate resources to attend at the collocation site. The changes are necessary to reflect more realistic timing.
Attachment C, New Clause 1.5.4	SingTel will charge from the approved time of access till the time the Requesting Licensee leaves the exchange subject to a minimum 2 hour charge.	Resources are allocated to escort in accordance to the approved time of access and SingTel is entitled to recover the costs of the resources utilized, irrespective of whether the Requesting Licensee is late or not.
New Clause 1.5.5	Requesting Licensee shall pay SingTel for processing the Physical Access application in accordance with Schedule 9.	SingTel is entitled to recover its costs of processing the application.
New Clause 1.5.6	Any amendments and cancellation of Physical Access request must reach SingTel at least 6 hours of a Business Day before the approved Physical Access.	SingTel has scheduled resources to perform the escort work. SingTel requires notice in advance should there be a change in the Physical Access request to efficiently re-schedule its resources.
New Clause 1.5.7	Subject to Clause 1.5.6, where the Requesting Licensee do not turn up at the approved date and	Resources are allocated to escort in accordance to the approved time and Duration of Access and SingTel is entitled to recover the full

REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
1.5.7	time of the Access, SingTel shall be entitled to recover the full escort charge for the approved Duration of Access, subject to the minimum of 2 hours charge.	cost of the resources utilized.
New Clause 1.6.8	SingTel will charge from the approved time of access till the time the Requesting Licensee leaves the exchange subject to a minimum 2 hour charge.	Resources are allocated to escort in accordance to the approved time of access and SingTel is entitled to recover the costs of the resources utilized, irrespective of whether the Requesting Licensee is late or not.
New Clause 1.6.9	Requesting Licensee shall pay SingTel for processing the Physical Access application in accordance with Schedule 9.	SingTel is entitled to recover its costs of processing the application.
New Clause 1.6.10	Where the Requesting Licensee do not turn up at the approved date and time of the Access, SingTel shall be entitled to recover the full escort charge for the approved Duration of Access, subject to the minimum of 2 hours charge.	Resources are allocated to escort in accordance to the approved time and Duration of Access and SingTel is entitled to recover the full cost of the resources utilized.

REFERENCE	DESCRIPTION	SINGTEL'S COMMENTS
Schedule 12	Dictionary	
General	Amendments to be made upon review of all comments and IDA decision.	