
**OPENNET INTERCONNECTION OFFER FOR THE
PROVISION OF SERVICES ON THE NEXT GENERATION
NATIONWIDE PROADBAND NETWORK**

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**PROPOSED REMEDY FRAMEWORK FOR ERRORS IN
MANDATED SERVICES INFORMATION**

Submission by Nucleus Connect Pte Ltd to the Info-
communications Development Authority of Singapore

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1. Introduction

Nucleus Connect is Singapore's official Next Generation Nationwide Broadband Network (Next Gen NBN) Operating Company. Incorporated on 14 April 2009, Nucleus Connect is responsible for designing, building and operating the world's first open access ultra high-speed fibre network. As the official Next Gen NBN Operating Company, Nucleus Connect plays a pivotal role in the development of a competitive and vibrant broadband market in Singapore by providing all Retail Service Providers (RSPs) with fair and non-discriminatory access to superior wholesale connectivity services on the Next Gen NBN.

As the Network Company responsible for rolling out the passive infrastructure of the Next Gen NBN, we believe that OpenNet must be wholly responsible for ensuring the accuracy of rollout and coverage information. We would note that such information is proprietary to OpenNet, and all Requesting Licensees as well as Retail Service Providers ("RSPs") are reliant on such information for marketing, ordering and providing services to End Users over the Next Gen NBN. Therefore OpenNet's role in ensuring the accuracy of such information cannot be over-stated.

Nucleus Connect is pleased to provide our comments to IDA's consultation paper in the following sections.

2. General Comments

2.1 OpenNet provision of network coverage information via its Online Query Portal does not meet the needs of its Requesting Licensees

We would note that in paragraph 2 of IDA's consultation paper, IDA states that "the provision of accurate and reliable MSI by OpenNet is essential to the smooth and effective provisioning of services on the Next Gen NBN". However, we believe that both OpenNet and IDA have failed to recognise that the provision of network coverage information via an Online Query Portal falls short of facilitating "the smooth and effective provisioning of services on the Next Gen NBN". Specifically, we would note that to ensure smooth and efficient provisioning of services throughout the various layers of the Next Gen NBN, Requesting Licensees will require more than a Online Query Portal, whose main aim is to facilitate an address-by-address search. As IDA and OpenNet would be aware, Requesting Licensees need to populate their own systems with network coverage information (including routing information) in order to ensure that the end-to-end provisioning of services is smooth and efficient. Clearly, OpenNet's Online Query Portal fails to meet this need.

We would therefore propose that as part of OpenNet's MSI, OpenNet should be required to provide a database containing all relevant information needed by Requesting Licensees for provisioning of the Requesting Licensees' services, and

also ensure the accuracy of such database. We would also propose that the information provided in such database be subject to the MSI Remedy Framework.

2.2 *OpenNet's proposal of 1 month rebate of Monthly Recurring Charge is insufficient to deter errors by OpenNet*

Nucleus Connect submits that the proposed rebate of 1 month's Monthly Recurring Charge is not sufficient to ensure that OpenNet takes its responsibility for ensuring accuracy of its MSI seriously. We would note that all users of the Next Gen NBN rely solely on OpenNet for network coverage information, and any deficiencies in OpenNet's MSI creates problems and inconvenience for all layers of the Next Gen NBN. Nucleus Connect therefore submits that the rebate provided by OpenNet should be equivalent to the Cancellation Charge of each respective Service Schedule. Specifically, the amounts should be \$220 for High-rise Residential Buildings, \$450 for Landed Residential Buildings and \$500 for Non-residential Buildings (Standard Installation Charge plus Network Installation Charge).

2.3 *OpenNet has not addressed the situation where addresses are not listed*

The proposed remedy framework does not address the scenario whereby the Residential Premise (or Non-Residential Premise) is already 'home passed' or 'home reached' but is not recorded in OpenNet's database. There ought to be a remedy framework for Requests in respect of such Premise which is rejected by OpenNet. The Requesting Licensee would be in a very difficult position to refuse to accept an order for a Premise which is already connected. In such a scenario, the remedies ought to be 2-fold: (i) OpenNet must accept and process the Requesting Licensee's Request and (ii) OpenNet must credit the Requesting Licensee with a rebate as proposed in paragraph 2.2 of this submission.

2.4 *OpenNet has not addressed the situation where it faces access issues*

We believe that there are Premises where OpenNet is able to achieve Homes Passed, but is not able to achieve Homes Reached. One example of such Premises is condominiums where OpenNet is unable to achieve Homes Reached because it is unable to obtain the requisite approvals from the Management Corporation. In such situations, we submit that OpenNet should not list such Premises as "covered". Clearly, if OpenNet lists such Premises as "covered" and a service provider were to rely on such information and "sell" a service to an End User, OpenNet will not be able to deliver its service to the End User's premises. This will lead to much inconvenience to both the service provider and End User. Should OpenNet mistakenly list such Premises as "covered" and be unable to deliver its services to such Premises, we would submit that OpenNet must credit the Requesting Licensee with a rebate as proposed in paragraph 2.2 of this submission.

This situation should also apply to non-residential premises where OpenNet lists as building reached but is unable to deliver its services to End Users.

For example, in the case where OpenNet uses the FTTB Node in one building to serve the adjacent buildings, OpenNet may be unable or may not have obtained the requisite approvals from the building management where the FTTB Node is situated for access and to deliver its service to adjacent buildings. In such situations, we submit that OpenNet should not list such Premises as "covered". Similar to the residential example provided above, if OpenNet were to list such premises as "covered" it would lead to much misunderstanding between RSPs, Requesting Licensees and End Users. In such a situation, the same remedy framework should apply.

2.5 *OpenNet has not addressed the situation where a Premises is Homes Passed but is listed as Homes Reached*

We would submit that there is a possibility that OpenNet lists a Premises as Homes Reached, although OpenNet has only achieved Homes Passed. This scenario has not been addressed by OpenNet in its MSI Remedy Framework. In such a situation, we believe that OpenNet must accept and process the order and proceed with TP installation at no cost to the Requesting Licensee, RSP or End User, whether or not the Premises has rejected the 1st Pass Waiver from OpenNet.

2.6 *Consistency between Online Query Portal and Ordering System*

A clause ought to be added to stipulate that OpenNet shall be responsible for ensuring that the MSI in its Online Query Portal are consistent with the database in its ordering system. This is to safeguard against any discrepancies between the Online Query Portal and the ordering system.

2.7 *Consistency between the modified Schedules and the rest of the ICO*

Nucleus Connect would submit that there must be consistency between the modified Schedules 1 and 2, with the rest of the ICO. This is to ensure that although OpenNet has provided its MSI Remedy Framework in only Schedules 1 and 2, it does not avoid its obligations through inconsistencies found in other related Service Schedules.

In addition, we would note that specifically for Schedules 1 and 2, it is not clear how Clause 5.9 would operate with Clause 6.10 of Schedule 1 and 6.12 of Schedule 2 respectively. We believe that IDA must ensure that OpenNet is not able to avoid its obligations of paying the higher rebate (as proposed in paragraph 2.2 of this submission), and instead choose treat the order as a case of missed SAP, in which case a lower rebate is payable. We would submit that the rebates payable in Clause

5.9 should be payable on top off any other rebates/claims made against OpenNet in its ICO.

2.8 *OpenNet must commit to a timeframe for correction of errors*

We believe that where errors in OpenNet's MSI have been identified, OpenNet must commit to a specific timeframe to correct such errors. Nucleus Connect would submit that such errors be corrected within 24 hours of OpenNet being notified of such errors or OpenNet's discovery of such errors.

3. Specific Comments

3.1 For clause 5.8, the Requesting Licensee ought to be given the right to decide whether or not to cancel the Request without any charge or penalty. Further, the Requesting Licensee should also be allowed to change the RFS date, as well as any other related order information without any charge or penalty.

3.2 The words "and which has not been rejected by OpenNet" in clauses 5.8 and 5.9 ought to be deleted. These words can be interpreted such that if OpenNet 'rejects' the Request, then the remedies in clause 5.8 or 5.9 will not be applicable notwithstanding that there was an error in the MSI. These words are inconsistent with the spirit and intent of clause 5.7 which entitles OpenNet to reject the Request. In the case of clause 5.9, it is likely that OpenNet will definitely reject the Request because it does not pertain to a covered site and accordingly, it is ridiculous to state that the remedies in clause 5.9 are dependent on the Request "not been rejected by OpenNet".

3.3 The words "manifest error" clauses 5.8 and 5.9 ought to be replaced with the word "error". Usage of "manifest" breeds uncertainty. We would note that there is no objective test for a "manifest error". The remedy framework should be simple and capable of being easily applied. Further, the obligation as set out in section 2.2 of IDA's Code of Practice for Next Generation National Broadband Network NetCo Interconnection with respect of the provision of MSI by OpenNet is an absolute one. The obligation to provide MSI is not dependent on the degree of importance of the MSI.

3.4 The words "which is caused solely by OpenNet" in clauses 5.8 and 5.9 ought to be deleted. The remedies in clauses 5.8 and 5.9 ought to be contingent on the test whether or not there is an error in the MSI. Usage of "which is caused solely by OpenNet" breeds uncertainty. We would note that there is no way to determine if an error is one "which is caused solely by OpenNet". Further, the obligation as set out in section 2.2 of IDA's Code of Practice for Next Generation National Broadband Network NetCo Interconnection with respect of the provision of MSI by OpenNet is an

absolute one. The obligation to provide MSI is not dependent on whether or not the MSI is solely or partly provided by OpenNet.

- 3.5 For clarity, with respect to Clause 5.9, the words “without any charge or penalty to the Requesting Licensee” ought to be added immediately after the words “...and have the right to cancel the [Residential/Non-Residential] End-User Connection Request”.
- 3.6 Clause 5.8 currently envisages that OpenNet will ‘accept’ the Request even though there is an error in the classification of the Premise. Clause 5.8 does not deal with the scenario whereby for any reason, OpenNet’s ordering system rejects the Request on the basis of erroneous errors in the MSI. For example, a Non-Residential Premise may be erroneously classified as a Residential Premise in the MSI. In such a scenario, the remedies ought to be 2-fold: (i) OpenNet must accept and process the Requesting Licensee’s Request and proceed with the delivery as per Schedule 2 instead; however, any charges imposed by OpenNet will follow the rates for a Home Reached Residential End-User Connection and (ii) OpenNet must credit the Requesting Licensee with a rebate as proposed in paragraph 2.2 of this submission.
- 3.7 The proposed remedy framework does not take into consideration that there are situations whereby the Requesting Licensee requires more than 1 End-User Connections for the Requesting Licensee’s managed services. For example, the Requesting Licensee submits 2 Non-Residential End-User Connection Requests in order to provide managed services to its RSPs and only 1 Request is cancelled by OpenNet by virtue of clause 5.9 because that Request relates to Non-Residential Premise which is not a covered site. In this situation, it is only fair, logical and reasonable for the Requesting Licensee to have the right to cancel the other Non-Residential End-User Connection Request because the 2 Requests are “inter-related” and the Requesting Licensee (through no fault on its part) is now unable to provide the managed services. Therefore, clauses 5.8 and 5.9 ought to be amended to provide that in scenarios whereby the Request (which is subject of the erroneous MSI) is “inter-related” to other Requests, the Requesting Licensee will be given the right to decide whether or not to cancel such other Requests without any charge or penalty. Further, the Requesting Licensee should also be allowed to change the RFS date, as well as any other related order information without any charge or penalty.

4. Conclusion

Nucleus Connect submits that as the NetCo, OpenNet must ensure that the network coverage information it provides to its QPs must be accurate. However, we also believe that the network coverage information must be provided to Requesting Licensees in a form that

facilitates the provisioning of their own services for their End Users, as well as contain relevant information to support such provisioning.

Nucleus Connect believes that OpenNet's proposal is not adequate in covering all relevant scenarios, and has highlighted certain scenarios that we believe need to be addressed as part of the MSI Remedy Framework. Finally, we submit that the proposed rebate amount proposed by OpenNet is not adequate to serve as a deterrent to OpenNet, especially given the impact that such errors have on the users of the Next Gen NBN.

