



In Confidence

14 July 2022

Aileen Chia  
Deputy Chief Executive (Connectivity Development & Regulation)  
Director-General (Telecoms and Post)  
Info-communications Media Development Authority  
10 Pasir Panjang Road  
#03-01 Mapletree Business City  
Singapore 117438

By Email: consultation@imda.gov.sg

Dear Ms Chia,

**PUBLIC CONSULTATION ("CONSULTATION") ON NETLINK MANAGEMENT PTE LTD'S (AS TRUSTEE OF NETLINK TRUST) INTERCONNECTION OFFER**

1. StarHub Ltd ("**StarHub**") refers to the Authority's email and Consultation document dated 17 May 2022 on the above.
2. We welcome the opportunity to comment on NetLink Trust's ("**NLT**") proposed changes its Interconnection Offer ("**NLT ICO Revision 2022**").
3. Our submission is enclosed at **ANNEX 1**. Unless specifically defined herein, all capitalised terms shall have the meanings ascribed to them in the NetCo Interconnection Code (the "**Code**").
4. Please do not hesitate to contact me should anything in this letter require clarification or elaboration.

Yours Sincerely,  
For and on behalf of  
**StarHub Ltd,**

Tim Goodchild  
Head (Government & Strategic Affairs)

*Encl.*

**STARHUB**

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## **ANNEX 1**

### **INTRODUCTION**

1. StarHub is a Facilities Based Operator ("**FBO**") in Singapore, having been awarded a licence to provide Public Basic Telecommunications Services ("**PBTS**") by the Authority (then-TAS) in May 1998. Apart from several other business entities in the ICT sector, StarHub also owns 100% of Nucleus Connect Pte Ltd ("**Nucleus Connect**"), the appointed Operating Company ("**OpCo**") of the NBN.
2. This submission represents StarHub's views solely on the Interconnection Related Services ("**IRS**"), which has been incorporated into the NLT ICO since 26 June 2020.
3. StarHub's comments concerning the Mandated Services, and matters related to the NBN, are submitted through the OpCo (Nucleus Connect).

### **SUMMARY OF STARHUB'S POSITION**

4. We note that NLT's addition of the CSD services as a new IRS service offering under Schedule 21 in line with the Authority's intention and objective to appoint NLT as the designated owner and operator of all existing and future CSDs.
5. While we note that this is in line with our previous discussions with the Authority, we are concerned that Schedule 21 may not have sufficiently covered the interests of the StarHub, who is one of the Public Telecommunication Licensee ("**PTL**") co-owners of the CSD. This is especially with regards to the damages caused by the RL in its course of conducting cabling works while using the CSD.
6. There should also be clear and explicit provisions made in Schedule 21, for the RL to be liable for the costs that the CSD's PTL co-owners may have to incur in order to repair the damages caused by the RL.



## STARHUB'S COMMENTS

Set out below are StarHub's comments on the IRS, which has been incorporated into the NLT ICO since 26 June 2020.

### ***Common Service Ducts ("CSD") services (Schedule 21):***

7. NLT has proposed to add the CSD services as a new IRS service offering under the ICO. NLT has proposed to effect this by: (a) adding the new Schedule 21 to the ICO; (b) adding new clauses to the Main Body of the ICO Agreement; (c) adding the new Clause 17 to the existing Schedule 15; and (d) making revisions to the existing Schedule 18.

### Security Requirement

8. We note from NLT's proposed revisions to the Main Body of the ICO Agreement, and in particular from the new Clause 18.3(c), that the Security Requirement amount set by NLT for Schedule 21 is at \$75,000. We would note that this amount is substantially higher than that set for Schedule 19 and Schedule 21, which is at \$20,000.

9. For the existing RL who is already subscribing to the IRS services under the NLT ICO, and who has been paying its bills promptly, we see no reason why NLT should be suspicious or concerned with the RL's non-payment of bills.

10. We therefore propose that the new Security Requirement amount of \$75,000 under Schedule 21 should be made applicable only to **new** RLs who are entering into the ICO Agreement for the first time.

11. Accordingly, Clause 18.3(c) of the Main Body should be further revised with a formal statement to state that the Security Requirement of \$75,000 will only apply on a prospective basis, i.e. for RLs who enter into the ICO Agreement after the effective date of the Approved ICO.

### Damages Caused to the CSD

12. We note that NLT is the party controlling access to its Telecom Manholes, which also allow access to ducts belonging to the CSD's PTL co-owners, such as Singapore Telecommunications Ltd ("**Singtel**") and StarHub. Therefore, NLT needs to take the additional responsibilities to ensure that any party accessing its Telecom Manholes do not cause damages to the equipment owned or installed by Singtel and/or StarHub. In particular, we would suggest the addition of the following clauses:

- (a) That NLT should take the immediate action to inform Singtel and/or StarHub should it discover any damages or interference caused to Singtel and/or StarHub's equipment.



- (b) That NLT fully cooperate with any investigations that Singtel and/or StarHub may require, in order to determine the cause of any of the damages or interference caused to our equipment.
- (c) That any Requesting Licensee accessing the Telecom Manholes agree to be fully liable for any damages caused to Singtel and/or StarHub's equipment.

Definition of "Common Service Duct" (Schedule 18)

13. As regards the definition of "Common Service Duct" at Schedule 18, we believe NLT's proposed wordings may not accurately reflect the true nature of the CSD. Our proposed revisions (in underlined italics and strikethrough) are as follows.

"Common Service Duct" means a dedicated conduit for telecommunication cables that is ~~solely~~ owned or controlled by NetLink Trust, or co-owned by NetLink Trust with other FBOs under the Authority's Common Service Duct ownership framework, and which has been designated by NetLink Trust for licensing to Requesting Licensees under Schedule 21. For the avoidance of doubt, Common Service Ducts exclude ducts within a Common Service Duct network that have been designated by NetLink Trust for its own use and/or for the NGNBN;

**CONCLUSION**

14. StarHub appreciates the opportunity to comment on NLT's proposed changes to the IRS and ICO. While we note that NLT's proposed addition of the CSD services under Schedule 21 is in line with the Authority's objectives of appointing NLT as the designated owner and operator of all existing and future CSD, we believe that the new Schedule 21 should be revised with provisions to protect the interest of the PTLs and co-owners of the CSD.

15. This is especially in terms of the RL's liabilities, in situations where damages have been caused by the RL to the PTL co-owners' equipment and/or infrastructure.