

**APPENDIX 5**

**DIRECTED MODIFICATIONS TO SCHEDULE 13**

**SCHEDULE 13**  
**LICENSING OF CDN**

**NOTE: UNLESS OTHERWISE SPECIFIED BY IMDA, IMDA CONDITIONALLY APPROVES THE PROPOSED CHANGES BY SINGTEL IN THIS DOCUMENT.**

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**LICENSING OF CDN**  
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## SCHEDULE 13

### LICENSING OF CDN

#### 1. SCOPE

1.1 This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with:

- (a) a licence for the use of the network of ducts and manholes owned by SingTel for the deployment of submarine cables from the beach manhole(s) at the landing site to inland submarine cable termination points (**CDN**),

(a **Licence**), as requested by the Requesting Licensee for the sole purpose of the Requesting Licensee deploying Underground Equipment to provide telecommunication services.

1.1A For the purpose of the Agreement, CDN shall refer to the Tuas South 9-way Common Duct Network which had been constructed along the north-bound side of Tuas South Boulevard Extension, solely for the deployment of submarine cables deployed from the beach manhole(s) at the Tuas South Landing Site to inland submarine cable termination points at [GPS coordinates of the 2 inland termination points] (**Tuas 9-way CDN**). The Tuas South Landing Site refers to the land parcel at the end of the reclaimed land at the Tuas South region that the Urban Redevelopment Authority has assigned as the designated landing site for submarine cables in the west.

1.2 Not Used

1.3 Subject to the terms and conditions of this Schedule 13, the Requesting Licensee may seek a Licence for the use of the CDN (**Request**) provided:

- (a) the use by the Requesting Licensee of the CDN is for the sole purpose of the Requesting Licensee deploying submarine cables from the beach manhole(s) at the landing site to inland submarine cable termination points; and
- (b) the Requesting Licensee had obtained prior written approval from the Authority to use the CDN.

1.4 This Schedule only applies to Requesting Licensees who are FBOs.

- 1.5 SingTel will provide the Service Level Guarantees in respect of Licensing under this Schedule 13 as set out in Annex 13.1. If SingTel fails to meet any Service Level Guarantees applicable and the failure to meet the Service Level Guarantees is solely caused by SingTel, SingTel shall provide a remedy to the Requesting Licensee in accordance with:
- (i) section 1 of Annex 13.1 and any terms and conditions contained therein in respect of Request response timeframes;
  - (ii) Not Used
  - (iii) section 3 of Annex 13.1 in respect of Project Study timeframes;
  - (iv) section 4 of Annex 13.1 and any terms and conditions contained therein in respect of Connection Duct timeframes;
  - (v) section 5 of Annex 13.1 and any terms and conditions contained therein in respect of rectification work on the CDN. The Service Level Guarantees in connection with the rectification work only apply where such delays affect the Requesting Licence's use of the CDN, and not in any other situation;
  - (vi) section 6 of Annex 13.1 and any terms and conditions contained therein in respect of timeframes for Modified Underground Equipment;
  - (vii) section 7 of Annex 13.1 in respect of claims made under Annex 13.1.
- 1.6 The Requesting Licensee acknowledges that the relevant remedy provided under clause 1.5 is a genuine pre-estimate of the Requesting Licensee's loss and will be the sole and exclusive remedy available to the Requesting Licensee for such failure to meet the relevant provisioning timeframes for Licensing of CDN and shall be SingTel's sole and exclusive liability to the Requesting Licensee for such failure.
- 1.7 Subject to clause 1.8, the Requesting Licensee shall pay all applicable Charges specified in Schedule 9 for the Licence provided to the Requesting Licensee. For avoidance of doubt, in the event SingTel incurs additional costs over and above the Charges specified in Schedule 9, including but not limited to the LTA road opening fee, fees in relation to deployment of a truck mounted attenuator and/or water tanker, SingTel shall recover such costs from the Requesting Licensee. Notwithstanding the foregoing, in the event SingTel incurs additional costs in respect of O&M activities over and above the O&M Charges set out in Schedule 9,

SingTel shall not be entitled to recover such additional O&M costs from the Requesting Licensee.

### ***CLAUSE 1.8 – MODIFICATION REQUIRED***

- 1.8 The Requesting Licensee accepts and acknowledges that the Charges in effect from the effective date of Schedule 13 are the Charges that are to apply, and are payable by the Requesting Licensee until such time when the final charges are approved by the Authority (**Final Approved Charges**). The Requesting Licensee accepts and understands that the Final Approved Charges will apply retrospectively to all work done on and from the effective date of Schedule 13. The Requesting Licensee agrees to top up any difference between the invoiced Charges which had already been paid, and the Final Approved Charges. In the event that the Final Approved Charges are lower than the invoiced Charges, SingTel will issue a rebate to the Requesting Licensee.

*IMDA Directed Modifications: Following the construction completion of the Tuas 9-way CDN, Schedule 13 was effective on 12 January 2022. For clarity to all Requesting Licensees and pending the completion of IMDA's review of the Final Approved Charges, IMDA requires Singtel to propose modifications to clause 1.8 to make clear the effective date of Schedule 13 as 12 January 2022.*

*In addition, moving forward, when Singtel has completed the recovery of the cost difference as provided under clause 1.8, Singtel should submit a revised Schedule 13 to IMDA to propose removal of the said clause 1.8 so as to avoid confusion to future Requesting Licensees on the charges for the use of the Tuas 9-way CDN.*

## **2. AVAILABILITY OF CDN**

- 2.1 Not Used
- 2.2 For the purposes of this Schedule, SingTel may have regard to the following when assessing the availability of the CDN
- (a) demand for the CDN which SingTel has already committed to provisioning as at the time of receipt of the Request for the CDN;
  - (b) Not Used
  - (c) the Requesting Licensee and other Licensee's requirements which have been ordered but not yet delivered or which have been provided;

- (d) security and confidentiality requirements or restrictions imposed on SingTel by Governmental Agencies;
- (e) whether SingTel has plans or otherwise proposes to Decommission the CDN within twelve (12) months of the date on which SingTel receives the Request for the CDN;
- (f) Not Used
- (g) Not Used

Where the use of the CDN are not available due to clause 2.2(d), the Requesting Licensee shall at its own cost acquire the necessary licence, access right and/or permit from the Governmental Agencies to satisfy all requirements and/or lift all restrictions under clause 2.2(d). The Requesting Licensee shall provide written documentation certifying the relevant licence, access right and/or permit to SingTel should it wish to submit a new request for the use of the CDN. The Requesting Licensee shall indemnify and hold SingTel harmless from and against all security, confidentiality, restriction, undertaking and/or charges imposed by the Governmental Agencies.

### **3. ORDERING AND PROVISIONING PROCEDURE**

- 3.1 The Requesting Licensee shall submit its Request for the use of the CDN in the form of Annex 13.5 on a Business Day (**Request Date**). The Requesting Licensee, shall submit, the following in support of its request for the use of the CDN:
  - (a) Details of the Requesting Licensee;
  - (b) Name of the Requesting Licensee's submarine cable system landing at the Tuas South Landing Site and the proposed landing date; and
  - (c) The letter issued by the Authority to the Requesting Licensee approving the Requesting Licensee's request to use the CDN;
  - (d) Not Used
  - (e) Not Used
  - (f) Not Used



3.2 A Requesting Licensee may indicate in its Request (in the form of Annex 13.5) its preferred ending manhole in the CDN (i.e., its choice between the two (2) manholes designated by SingTel to be ending manholes in the CDN pursuant to clause 3.7(c) below). Unless beyond SingTel's reasonable control and subject to any objection and/or direction which may be given by the Authority or any relevant government and/or regulatory authority at any point in time during the term of such Requesting Licensee's Licence, SingTel will assign such Requesting Licensee with its preferred ending manhole in the CDN.

~~3.3~~ For the purposes of this Schedule 13, the Request Date shall be ~~determined as follows:~~

~~3.4~~ ~~if the Request is received before 12:00 pm on a Business Day, the Request Date is the Business Day on which the Request is received; or~~

~~3.5~~3.3 ~~if the Request is received at or after 12:00 pm on a Business Day, the Request Date is the Business Day immediately following the Business Day on which the Request is received.~~

~~3.6~~3.4 SingTel shall process all Requests on a "first come first served" basis in accordance with clause 3.5 below.

~~3.7~~3.5 For each Business Day, SingTel shall process no more than one (1) Request from all Licensees and any subsequent Requests received on that Business Day shall overflow to the next Business Day. Subject to clause 3.1, subsequent Requests shall overflow to the next Business Day and SingTel shall inform the Requesting Licensee of that overflow within one (1) Business Day of the Request Date.

~~3.8~~3.6 The Requesting Licensee shall pay the application fee specified in Schedule 9 regardless of whether its Request is successful or not.

~~3.9~~3.7 Provided the Requesting Licensee has obtained a letter issued by the Authority approving the Requesting Licensee's request to use the CDN, such Requesting Licensee may, at any time prior to submitting a Request for the use of the CDN to SingTel, submit a written request (with a copy of the Authority's said letter) to SingTel for the following information relating to the CDN:

- (a) the generic specifications relating to the CDN duct and manhole sizes (including inner diameter of the CDN duct);
- (b) the overall duct length of the CDN;

- (c) the location (i.e., GPS coordinates and locality) of, and approximate distance between, the two (2) manholes designated as ending manholes in the CDN; and
- (d) the approximate distance between the Tuas South Landing Site and the starting manholes of the CDN.

~~3.10~~3.8 Upon receiving the Requesting Licensee's request pursuant to clause 3.7 above, Singtel will provide the Requesting Licensee with the information requested for within ten (10) Business Days from the date on which SingTel receives the Requesting Licensee's said request.

#### **4. STUDIES**

- 4.1 Following receipt of a Request under clause 3, SingTel will perform a desk study in respect of the Request to ascertain whether the CDN are available (as determined in accordance with clause 2.2).
- 4.2 Subject to clause 3.5, within twenty (20) Business Days of the Request Date (calculated in accordance with clause 3.5), SingTel shall notify the Requesting Licensee whether its Request is accepted or rejected. If the Request is rejected, SingTel shall provide the reasons for such rejection to the Requesting Licensee.
- 4.3 SingTel may only reject a Request made under clause 3 for one or more of the following reasons:
  - (a) the Requesting Licensee is not an FBO;
  - (b) the Request is not in the prescribed form;
  - (c) the Request does not contain all the required information;
  - (d) the information in the Request is incorrect or inaccurate; or
  - (e) there no duct is available.
  - (f) Not Used
- 4.4 If SingTel notifies the Requesting Licensee that SingTel has approved the Request, SingTel shall proceed to reserve one duct of the CDN for the Requesting Licensee and provide the following information to the Requesting Licensee:

- (a) the straight line routing plan (containing the pipeline length between manholes in the CDN);
- (b) the “as-built” diagram of the CDN (including the size of each manhole);
- (c) where applicable, the list of information relating to the CDN as listed in clause 3.7 above, if the Requesting Licensee had not previously made a request for information under clause 3.7 above; and
- (d) where applicable, confirmation that the Requesting Licensee has been assigned its preferred ending manhole (as indicated in its Request). In the event such preferred ending manhole assignment is not permitted as a result of any objection and/or direction given by the Authority or any relevant government and/or regulatory authority in relation to such assignment, SingTel shall accordingly inform the Requesting Licensee of the alternative ending manhole assigned to it.

4.5 The IRU Charges set out in Schedule 9 apply on and from the date of SingTel’s approval of the Requesting Licensee’s Request, and the Requesting Licensee agrees to pay the IRU Charges forthwith upon SingTel’s approval of the said Request. In relation to the foregoing, only 20% of the IRU Charges shall be payable by the Requesting Licensee to SingTel upon SingTel’s approval of the Request. The remaining 80% of the IRU Charges shall be payable by the Requesting Licensee to SingTel when construction of the Connection Ducts is completed (**Completion Date**). Under no circumstances shall the IRU Charges be refundable, save where SingTel unilaterally plans or proposes to decommission the CDN, in which event the Requesting Licensee shall be entitled to seek the Authority’s review for a refund of the IRU Charges. For the avoidance of doubt, nothing in the foregoing shall in any way limit or restrict the Authority’s rights set out in clauses 13.2 and 13.3 of the main body of this RIO Agreement and/or the Authority’s right to require that SingTel issues a refund in respect of the IRU Charges to a Requesting Licensee if such refund is reasonably necessary.

4.6 The O&M Charges set out in Schedule 9 apply on and from the Completion Date, and the Requesting Licensee agrees to pay the O&M Charges forthwith on the Completion Date. In relation to the foregoing, the prorated first year’s O&M Charges (pro-rated according to the number of calendar months remaining in the calendar year from the Completion Date) (**Prorated First Year O&M Charges**) shall be payable by the Requesting Licensee to SingTel on the Completion Date. For the avoidance of doubt, the Prorated First Year O&M Charges shall include O&M Charges in respect of the calendar month in which the Completion Date falls and such O&M Charges shall be for a full month and no daily proration shall apply

in respect thereof. Subsequently, all remaining O&M Charges shall be payable by the Requesting Licensee on a lumpsum annual basis. The O&M Charges are payable up to and including the date of termination of this RIO Agreement.

- 4.7 The Requesting Licensee agrees to pay the application fee specified in Schedule 9, regardless of whether the Request is successful or not.

## 5. PROJECT STUDY

- 5.1 This clause 5 will only apply where SingTel has to build Connection Duct(s) in response to the Requesting Licensee's request to install Underground Equipment under clause 6. In such an event, SingTel must complete a Project Study:

- (a) within ten (10) Business Days of the receipt of request submitted under clause 6.1;  
or

- (b) Not Used

- 5.2 The Requesting Licensee must pay the Project Study fee specified in Schedule 9.

- 5.3 The Project Study shall include a joint site survey to be conducted by SingTel and the Requesting Licensee, at Requesting Licensee's cost, to enable SingTel and the Requesting Licensee to jointly assess the location where the Connection Duct will be provisioned (where applicable).

- 5.4 Within five (5) Business Days of completion of the Project Study within the timeframe under clause 5.1, SingTel shall:

- (a) Not Used

- (b) notify the Requesting Licensee with the following information (**Post Project Study Notification**):

- (i) Not Used

- (ii) Not Used

- (iii) where applicable, subject to clause 5.5 below, the Charges that SingTel would incur in the provision of the Connection Duct as specified in Schedule 9;

- (iv) where applicable, the number of Connection Ducts approved;
- (v) Not Used
- (vi) where applicable, the direction and location of the Connection Duct.

5.5 In the event that the provision of the Connection Duct will result in SingTel incurring additional costs over and above the Charges specified in clause 5.4(b)(iii) above, SingTel may recover such costs from the Requesting Licensee provided:

- (i) the costs incurred by SingTel will relate to the work that SingTel needs to perform in order to provision the Connection Duct;
- (ii) before incurring the costs, SingTel will provide the Requesting Licensee with prior reasonable notice that the provision of the Connection Duct requires SingTel to undertake such work and such notice shall clearly and with sufficient detail set out a breakdown of the individual cost components and justification for incurring each cost component;
- (iii) based on the information set out in clause 5.5(ii), a binding quote to the Requesting Licensee in respect of the work to be undertaken by SingTel which shall be valid for a period of ten (10) Business Days from the date they are notified to the Requesting Licensee by SingTel;
- (iv) SingTel shall obtain the prior approval of the Requesting Licensee to the costs noted in the notice within the time period under paragraph 5.5(iii) and if the Requesting Licensee does not provide its approval within that time period, clause 5.6 will apply; and
- (v) any dispute in respect of determining the reasonable costs set out in the notice shall be resolved in accordance with Schedule 11 of the RIO Agreement.

5.6 The Requesting Licensee shall provide its agreement to proceed with the construction of the Connection Duct within ten (10) Business Days from the Post Project Study Notification and its agreement to pay the Charges, and any additional costs under clause 5.5, to be incurred in the construction of the Connection Duct. If the Requesting Licensee does not respond within this period, or informs SingTel that it is unwilling to incur such Charges or additional costs, or informs the SingTel of its intention to withdraw the Request, SingTel shall not be obliged to proceed with the construction of the Connection Duct and shall not incur any of such

Charges or additional costs and the Requesting Licensee's Request will be deemed to be withdrawn. For the avoidance of doubt, the Requesting Licensee shall remain liable for reasonable costs that SingTel has incurred until the date of withdrawal of the Request.

- 5.7 Upon receipt of the Requesting Licensee's agreement, SingTel shall construct the Connection Duct within forty (40) Business Days. If SingTel fails to meet the specified timeframe, SingTel must provide a remedy to the Requesting Licensee for the duration of the delay under clause 1.5.
- 5.8 If SingTel reasonably believes that it is unable to or it is likely to be unable to complete construction of the Connection Duct within the specified timeframe in clause 5.7, SingTel must notify the Requesting Licensee as soon as practicable (but in any event, before the expiry of the timeframe specified in clause 5.7) and provide a revised timeframe in which construction will be completed. Any extension of time under this clause 5.8 shall not prejudice the Requesting Licensee's right to receive a remedy in accordance with clause 5.7 for the duration of the delay under clause 1.5.
- 5.9 SingTel shall use its best endeavours to construct the Connection Duct within its price specified in clauses 5.4(b)(iii) and 5.5. Where SingTel requires a revision of costs from time to time due to circumstances beyond its reasonable control, SingTel must comply with clause 5.5.
- 5.10 SingTel will advise the Requesting Licensee when the construction of Connection Duct is completed (i.e. the Completion Date).
- 5.11 Not Used

## **6. INSTALLATION OF UNDERGROUND EQUIPMENT**

- 6.1 The Requesting Licensee shall submit to SingTel its request to install Underground Equipment at least twenty (20) Business Days in advance.
- 6.2 If the Requesting Licensee does not apply for installation of its Underground Equipment in accordance with clause 6.1, SingTel may, by notice, reject the Requesting Licensee's request to install Underground Equipment.
- 6.3 In its request under clause 6.1, the Requesting Licensee shall specify a plan which sets out:

- (a) the identity of the senior person who will be present;
- (b) where applicable, the list of staff, contractors or agent that would be physically accessing SingTel's manholes for installation works;
- (c) the installation time table specifying the date(s) and an estimate of the duration for which cable pulling work is requested;
- (d) the location and/or site plan of the Requesting Licensee's duct at and around the location of the CDN at which installation of the Underground Equipment is requested;
- (e) Not Used
- (f) Not Used
- (g) a detailed work method statement (including how the Requesting Licensee can prevent damage to any existing cables, equipment and facilities found inside the manholes) for cable and sub-duct pulling consistent with SingTel's guidelines set out in Annex 13.10 for SingTel's approval; and
- (h) the type of cable joint(s), the dimensions of the aforementioned cable joint(s) as well as the proposed manholes(s) for the cable joint(s).

6.4 Any installation plan submitted under clause 6.3 is:

- (a) subject to SingTel's approval; and
- (b) must be consistent with each relevant Annex to this Schedule 13.

6.5 The Requesting Licensee must not commence the cable installation until it has received SingTel's approval for the installation of the Underground Equipment.

6.6 Within ten (10) Business Days of the receipt of request submitted under clause 6.1, SingTel shall review the submitted request and state whether installation is approved on the requested date and duration or not, provided SingTel does not require further clarification or information from the Requesting Licensee. SingTel shall not unreasonably reject such request.

6.7 Where SingTel has approved the installation, SingTel will provide the following information in its approval, the:

- (i) Window period under which the Requesting Licensee may conduct installation of Underground Equipment;
- (ii) the manhole(s) that the Requesting Licensee cannot utilise for cable joints. To this end, SingTel shall assess the prevailing manhole allocation and where reasonably practicable, allocate manhole(s) to Requesting Licensees in a manner which would allow cable joints to be evenly spread out within the CDN;
- (iii) the GPS coordinates of the starting manhole assigned by SingTel to the Requesting Licensee in relation to the Requesting Licensee's use of the CDN;
- (iv) if and where the Requesting Licensee did not indicate any preferred ending manhole in its Request under clause 3.2, the GPS coordinates of the ending manhole assigned by SingTel to the Requesting Licensee in relation to the Requesting Licensee's use of the CDN; and
- (v) the duct assignment.

6.8 Where approval is withheld, or amendments are required by SingTel, SingTel shall consult the Requesting Licensee and propose an alternative installation schedule to the Requesting Licensee. The Requesting Licensee shall pay SingTel the Charges for the processing of the application for cable installation under clause 6.1 regardless of whether the application is successful or not.

6.9 If the Requesting Licensee cancels or postpones the installation date, it shall pay SingTel the reasonable costs that SingTel has incurred up to the point of cancellation including but not limited to the cancellation charge specified in Schedule 9.

6.10 The Requesting Licensee shall notify SingTel on completion of the installation under this clause and submit to SingTel within ten (10) Business Days from its completion of cable installation, the work completion report which comprises of the following:

- (a) the identification numbers for the manholes;
- (b) the start date and time at which physical access is carried out;
- (c) the end date and time at which physical access is carried out;



- (d) photographs of every manhole showing the entry and the exit position of the cables inside the manhole;
- (e) photograph(s) of the approved Underground Equipment showing the Underground Equipment including the cable identification code for each cable (which should be clearly labelled visible on the cable sheath);
- (f) photograph(s) of the cable joints; and
- (g) photograph(s) of every manhole cover showing that every manhole cover is properly closed after the physical access. The manhole cover is properly closed if it is flush with its frame and the existing ground level when closed. The manhole number should also be clearly printed.

6.11 If the Requesting Licensee fails to submit its work completion report in accordance with clause 6.10, SingTel shall proceed with the verification of work completion after the expiry of the timeframe in clause 6.7 or on completion of the installation of the Underground Equipment whichever is the earlier. The reasonable cost incurred will be recovered from the Requesting Licensee. If the Requesting Licensee's failure to submit its work completion report is due to circumstances beyond the Requesting Licensee's reasonable control, SingTel will grant a reasonable extension of time for submitting the work completion report at the Requesting Licensee's request (**Extension Period**). A Requesting Licensee's request under this clause must describe the circumstances beyond the Requesting Licensee's reasonable control and such request must be received prior to the expiry of the time period under clause 6.10. SingTel must respond to a Requesting Licensee's request under this clause 6.11 within five (5) Business Days from the date of receipt of such request.

6.12 If any photograph provided in the work completion report is not clear or, in SingTel's reasonable view, not adequate to demonstrate that the installation of the Underground Equipment is installed in accordance with the installation plan and the Standard Operating Procedures contained in Annexes 13.2 and 13.4, SingTel shall, within ten (10) Business Days from the receipt of the report, reject the submission and require the Requesting Licensee to re-submit the work completion report within ten (10) Business Days from the date SingTel informs the Requesting Licensee of its rejection, failing which SingTel shall proceed with the verification of work completion and take such corrective action necessary (including termination of the Licence), SingTel shall recover the reasonable cost incurred from the Requesting Licensee.

- 6.13 SingTel may at its own discretion, carry out an inspection to confirm that the installations conform to the approved installation plans and the Standard Operating Procedures. Where the inspection reveals that the installation does not conform to the approved installation plan in a significant manner which disadvantages SingTel or jeopardises any existing plant, SingTel shall inform the Requesting Licensee to reinstall or take other corrective action within a reasonable time as required by SingTel, but in any event within ten (10) Business Days. The Requesting Licensee shall bear all actual costs for reinstallation and corrective action, and the actual costs incurred by SingTel for inspection of the corrective action and installation. If the Requesting Licensee fails to take appropriate corrective action, SingTel may withdraw physical access or undertake the appropriate corrective action including terminating the Licence and recovering the reasonable cost from the Requesting Licensee accordingly.
- 6.14 Clauses 6.10, 6.11, 6.12 and 6.13 also apply when SingTel approves a request for physical access.
- 6.15 Before the installation of Underground Equipment, the Requesting Licensee may cancel any request or approval for the use of the CDN upon written notice to SingTel. SingTel may charge an administrative fee as detailed in Schedule 9 for processing such cancellation as well as the reasonable cost that SingTel incurred up to the point of cancellation including the O&M Charges. Subject to clause 4.5 above, the Requesting Licensee accepts and acknowledges that the IRU Charges paid are not refundable.

## **7. REPLACEMENT OR ADDITION OF UNDERGROUND EQUIPMENT**

- 7.1 If the Requesting Licensee wishes to replace, modify or rearrange existing Underground Equipment located within the assigned duct and manholes or to install additional Underground Equipment within the assigned duct and manholes (**Modified Underground Equipment**), the Requesting Licensee must submit a request in respect of that Modified Underground Equipment. The Requesting Licensee shall be liable for the costs incurred by SingTel in processing a request for Modified Underground Equipment under this clause 7.1 as specified in Schedule 9. The request for Modified Underground Equipment must contain the following information:
- (a) Purpose of replacement, modification or rearrangement;
  - (b) Date, time and duration of replacement, modification or rearrangement;

- (c) Detailed description of works and process to be carried out at the CDN;
- (d) Underground Equipment to be installed, replaced, modified or rearranged;
- (e) Any assistance required from SingTel (subject to approval and charges);
- (f) A description of the precautions on how the Requesting Licensee would ensure that the replacement, modification, rearrangement or addition would not affect any existing plant or equipment; and
- (g) Any other information which the Requesting Licensee believes would be useful to SingTel in assessing the Requesting Licensee's request.

7.2 Within ten (10) Business Days of the receipt of the request for Modified Underground Equipment, SingTel must notify the Requesting Licensee whether its request for Modified Underground Equipment is accepted or rejected. If SingTel does not meet the timeframe under this clause 7.2, it shall provide the Requesting Licensee with a remedy for the duration of the delay under clause 1.5. SingTel may reject the request for Modified Underground Equipment if SingTel reasonably believes that:

- (a) the replacement, modification, rearrangement or addition reasonably affects any existing plant or equipment; and
- (b) the Requesting Licensee has, in SingTel's reasonable opinion, not complied with clause 7.1.

## **8. NOT USED**

8.1 Not Used

## **9. STANDARD TERMS AND CONDITIONS**

9.1 SingTel will provide the use of the CDN on an "as-is-where-is" basis.

9.2 The Requesting Licensee is responsible for the construction and maintenance of its Network including its Underground Equipment. SingTel will be responsible for maintaining and administering the use of the CDN under this Schedule. For the avoidance of doubt, the Requesting Licensee shall monitor and verify any work carried out by its staff, employees, contractors, sub-contractors, agents and/or

machine operators and be responsible for their compliance with the terms and procedures set out in this Schedule.

- 9.3 If in the course of installation, operation, maintenance, replacement or repair of its Underground Equipment, the Requesting Licensee detects a defect or problem in existing Underground Equipment, plant, Facilities, manhole, the Requesting Licensee shall, as soon as practicable, notify SingTel of the relevant manhole number and provide a description of the defect or problem.

**CLAUSE 9.4 – MODIFICATION REQUIRED**

- 9.4 Subject to clause 1.5 (v), the Requesting Licensee may request SingTel rectify any defect or problem. If SingTel, acting reasonably, considers that the defect or problem affects or is likely to affect the Requesting Licensee's use of the CDN, SingTel shall within ~~five-ten~~ (105) Business Days of receipt of a request for rectification work provide the Requesting Licensee with an estimate of the time that SingTel will take to complete the rectification work including the estimated time needed to obtain any necessary approval from a third party (**First Response**).

*IMDA Directed Modifications: As explained in IMDA's Decision, IMDA will allow the notification period to be increased from 5 business days to 7 business days, for Singtel to provide the Requesting Licensee with an estimate of the time that Singtel will take to complete the rectification work. Singtel is required to modify clause 9.4 to reflect the said change to 7 business days.*

- 9.5 Not Used
- 9.6 SingTel must complete the rectification work within the timeframe notified to the Requesting Licensee under clause 9.4. If SingTel fails to complete the rectification work within the timeframe notified under clause 9.4, SingTel shall as soon as reasonably practicable, notify the Requesting Licensee of a revised date for completion of the rectification work.
- 9.7 For the avoidance of doubt:
- (a) a revised timeframe for the completion of maintenance work under clause 9.6 shall not prejudice the Requesting Licensee's ability to obtain a rebate in accordance with clause 1.5; and
  - (b) if SingTel fails to complete the rectification work within the timeframe notified to the Requesting Licensee under clause 9.4 due to events outside SingTel's

reasonable control, such failure to meet the timeframes shall not constitute a breach of this Schedule or this RIO Agreement, provided that SingTel notifies the Requesting Licensee as soon as practicable upon the occurrence of such event, stating the cause of the events and specifying a new date for the completion of rectification work by extending the relevant timeframes for a period equal to the period of such delay.

9.8 The Requesting Licensee must:

- (a) take such action as a reasonably prudent Licensee would;
- (b) keep the CDN and its surrounding area free of debris and in a tidy and safe condition;
- (c) ensure that no flammable or toxic material is left in or around the CDN; and
- (d) correct or remove any fault, defect or problem with its Underground Equipment that may jeopardise the CDN or existing Underground Equipment, plant, or Facilities.

9.9 If a fault, defect or problem with the Underground Equipment of the Requesting Licensee causes or may cause damage to the CDN or existing Underground Equipment, the Requesting Licensee must:

- (a) notify SingTel as soon as practicable; and
- (b) repair the fault, defect or problem or take other corrective action immediately.

9.10 Where SingTel reasonably determines that the Requesting Licensee's Underground Equipment poses an immediate risk of personal injury or significant property damage, the Requesting Licensee's must take immediate action at its cost, to prevent such injury or damage. Failure to do so will result in SingTel terminating the Requesting Licensee's Licence.

9.11 When SingTel's plant (excluding its submarine cable system(s) in the CDN) and the Requesting Licensee's submarine cable system(s) in the CDN are both damaged by a Third Party at the same location, SingTel has priority over the Requesting Licensee to work in such location.

9.12 Not Used

- 9.13 Where repair and/or rectification works are required to be carried out on the CDN, any Underground Equipment, and/or on any system or equipment relating to the CDN or such Underground Equipment, all operators (including SingTel) shall conduct and complete such works expeditiously, and within a reasonable timeframe and without undue delay, pass on site access to other operators (where necessary) for the latter to conduct their own repair and/or rectification works.
- 9.14 SingTel, in its capacity as the operator of the CDN, shall at all times have priority over any Requesting Licensee to carry out any repair and/or rectification works to the CDN pursuant to clause 9.13 above. As between Requesting Licensees (including SingTel in respect of its own submarine cable system(s) in the CDN), access to the CDN shall be granted to Requesting Licensees (including SingTel in respect of its own submarine cable system(s) in the CDN) on a “first come first served” basis based on the timings of physical access requests or emergency physical access requests submitted by the Requesting Licensees (and/or SingTel in respect of its own submarine cable system(s) in the CDN). For the avoidance of doubt, priority shall always be given to any request for emergency physical access to the CDN over any request for non-emergency physical access to the CDN.
- 9.15 For the purposes of the Authority’s audits, SingTel shall, as far as reasonably practicable, keep reasonably necessary records, documentations and/or logs relating to physical access requests or emergency physical access requests submitted by Requesting Licensees to SingTel pursuant to clauses 2 and 3 of Annex 13.3 hereto respectively.
- 9.16 SingTel and the Requesting Licensee shall each at its own expense, obtain and maintain the necessary insurance for purposes of insuring against any damage and/or operational interruption which may be caused to the CDN (including any systems installed therein), Underground Equipment, plant, submarine cables, and/or Facilities during the term of the Licence. Such insurance shall respectively be in an amount SingTel and the Requesting Licensee each deem appropriate after assessing the relevant risks involved.

## **10. ACCESS AND APPROVALS REQUIRED**

- 10.1 The Parties shall comply with clause 16.5 of the main body of this RIO Agreement in relation to the obtaining of all licences, permits, consents, waivers, authorisations and intellectual property or other rights required for the provision of the CDN.

## **11. UNAUTHORISED ACCESS TO CDN**

- 11.1 Without prejudice to any other rights SingTel may have (whether under contract, at law, or in equity), where SingTel identifies that the Requesting Licensee has accessed the CDN without having obtained approval in accordance with this Schedule, SingTel shall provide the Requesting Licensee with written notice, before proceeding with any one or more of the following:
- (a) subject to notifying the Authority that a material breach of this Schedule 13 has occurred and obtaining an order from the Authority under clause 12.2 or 13.2 of the RIO Agreement (as the case may be) for SingTel to suspend or terminate this Schedule 13, SingTel may suspend or terminate this Schedule 13;
  - (b) direct the Requesting Licensee to, within five (5) Business Days of the notice, remove its equipment from the CDN; and/or
  - (c) direct the Requesting Licensee to, within two (2) Business Days of the notice, submit a Request in accordance with clause 3 of this schedule 13.
- 11.2 The Requesting Licensee must pay the reasonable costs incurred by SingTel in investigating the unauthorised access.
- 11.3 SingTel will assess the Request under clause 11.1(c) in accordance with clauses 4 and 5.
- 11.4 If the Requesting Licensee does not remove its equipment within five (5) Business Days of the notice under clause 11.1(b), SingTel may remove the equipment and the Requesting Licensee shall be liable for any direct costs associated with its removal.
- 11.5 If the Requesting Licensee is directed to submit a Request under clause 11.1(c), the Requesting Licensee must provide documentary evidence of the date of installation as part of the Request for the CDN. If the Requesting Licensee is unable to provide credible documentary evidence substantiating the date of installation, the date of access shall be deemed to be the Effective Date of this RIO Agreement.
- 11.6 Where SingTel approves the Request under clause 11.1(c) of the Schedule, the Requesting Licensee must pay, within ten (10) Business Days from the date of approval, SingTel's reasonable costs incurred in investigating the unauthorised access, and the Charges in arrears calculated from the date of access (including the date of deemed access under clause 11.5) in accordance with Schedule 9.

- 11.7 If SingTel rejects the Request under clause 11.1(c) of the Schedule, the Requesting Licensee must pay, within ten (10) Business Days from the date of rejection, SingTel's reasonable costs incurred in investigating the unauthorised access, and the Charges in arrears calculated from the date of access (including the date of deemed access under clause 11.5) in accordance with Schedule 9 and the Requesting Licensee must discontinue the use of the CDN and remove its Underground Equipment within five (5) Business Days.

## **12. PHYSICAL ACCESS PROCEDURE**

- 12.1 When installing, accessing, operating or working around the CDN, the Requesting Licensee must comply with:

- (a) physical access procedures for Underground Plant in Annex 13.3 as amended from time to time by SingTel;
- (b) the Standard Operating Procedures in Annex 13.2 and 13.4 as amended by SingTel from time to time;
- (c) all relevant codes and standards issued by the Authority or any other relevant Governmental Agency from time to time; and
- (d) any reasonable written instructions provided to the Requesting Licensee by SingTel relating to particular circumstances not covered by the Standard Operating Procedures.

- 12.2 Following the approval by SingTel of a Requesting Licensee's request to access the CDN, SingTel shall notify all other Requesting Licensees (with submarine cables installed in the CDN) about such access request, the approved period of such access and the identity of the Requesting Licensee who made the said access request. Except where a Requesting Licensee requests for emergency physical access pursuant to clause 3 of Annex 13.3 hereto, SingTel's notification in this regard shall, where reasonably practicable, be issued no less than five (5) Business Days before the relevant approved period of access. In the event a Requesting Licensee requests for emergency physical access pursuant to clause 3 of Annex 13.3 hereto, SingTel's notification in this regard shall, where reasonably practicable, be issued within three (3) Business Days of SingTel's receipt of the confirmation of emergency access to be provided by such Requesting Licensee pursuant to clause 3.2 of Annex 13.3 hereto.



12.3 In the event SingTel requires access to the CDN (for its maintenance works on the CDN ducts and manholes, or for any other purpose), SingTel, where reasonably practicable, shall:

- (a) in respect of all non-emergency access to the CDN, notify all Requesting Licensees (with submarine cables installed in the CDN) about such required access and period of such access no later than five (5) Business Days before such period of access; and
- (b) in respect of emergency access to the CDN, notify all Requesting Licensees (with submarine cables installed in the CDN) about such emergency access and period of such access no later than three (3) Business Days after such emergency access to the CDN.

### **13. PROTECTION AND SAFETY**

13.1 The Requesting Licensee is responsible for the safe operation of its Network and shall be responsible for the safe operation of its Underground Equipment and shall, so far as reasonably practicable, take all necessary steps to ensure that its Underground Equipment and its use of the CDN:

- (a) does not endanger the safety of any person, including the employees, contractors, customers or third persons;
- (b) does not cause or is not likely to cause physical or technical harm to any telecommunications network, system or services including but not limited to causing damage, interfering with or causing deterioration in the operation of SingTel's Network or Facilities or creates a security risk; and
- (c) does not threaten the security and accessibility of the CDN.

13.2 The Requesting Licensee shall report immediately any incident, injury or harm, fatal or otherwise, that occurs at the site to SingTel and the relevant authority. For any fatal or serious accident, the accident site shall be left undisturbed to facilitate the relevant authority to investigate the circumstances leading to the accident. The Requesting Licensee shall report immediately to the Ministry of Manpower, the police and the insurance company of any fatal accident having occurred at the site. The Requesting Licensee shall be liable for and shall indemnify and keep indemnified SingTel against all losses, claims, proceedings, damages, liabilities,

costs and expenses for injuries or death to any person whomsoever or any loss or damage to any property whatsoever which arise out of or in consequence of any act or omission of the Requesting Licensee's employees and contractors in relation to the CDN and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof.

- 13.3 The Requesting Licensee certifies that all work to be performed by the Requesting Licensee where access has been approved is performed by appropriately qualified, skilled and trained personnel.

#### **14. MARKING OF UNDERGROUND EQUIPMENT**

- 14.1 The Requesting Licensee must mark its Underground Equipment located in the CDN, so as to clearly identify it as belonging to the Requesting Licensee and otherwise in accordance with SingTel's reasonable directions issued from time to time.

#### **15. REQUESTING LICENSEE RIGHTS**

- 15.1 SingTel's approval of the Requesting Licensee Request and/or the Requesting Licensee's right to use and/or access the CDN pursuant to the Licence do not in any way vest in the Requesting Licensee any right, title or proprietary interest in the CDN.
- 15.2 The Requesting Licensee's right to use and/or access the CDN pursuant to the Licence shall be limited to and for the purpose(s) set out in the letter issued by the Authority to the Requesting Licensee pursuant to clause 3.1(c) of this Schedule 13 approving such Licensee's request to use the CDN, such purpose(s) including but not limited to using and/or accessing the CDN for installing the specified submarine cable system set out in the Authority's said letter. The Requesting Licensee must inform SingTel in writing if such purpose(s) are varied.

#### **16. TERM OF LICENCE**

- 16.1 The term of the Licensee's Licence shall commence on the Completion Date under clause 5.10 and shall continue for twenty-five (25) years until the earlier of any of the following events:
- (a) either party terminates the Licence in accordance with clause 18 of this Schedule;

- (b) the SingTel RIO is revoked by the Authority under clause 13.7 of the RIO Agreement;
  - (c) the Authority removes the requirement for SingTel to supply the right to use the CDN or exempts SingTel from supplying the right to use the CDN, under clause 13.8 of the RIO Agreement; or
  - (d) subject to clause 13.2 of the main body of the RIO Agreement, the Requesting Licensee terminates the Licensee's Licence by giving SingTel not less than one (1) month's prior written notice.
- 16.2 Subject to clause 13.2 of the main body of the RIO Agreement, the Requesting Licensee may terminate the Licence on less than one (1) month's prior written notice provided that the Requesting Licensee shall be liable to SingTel for the recurring fees for the use of the CDN for the period between the date of termination and the date that is one month after the notice of termination.

## **17. SUSPENSION OF LICENCE**

- 17.1 Subject to clause 12.2 of the RIO Agreement, SingTel may suspend the Requesting Licensee's licence in respect of the CDN until further notice if the Licence in respect of the CDN causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of SingTel or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of the SingTel Network.
- 17.2 SingTel may carry out repairs or upgrades to the CDN by giving fourteen (14) Calendar Days' notice to the Requesting Licensee (such repair or upgrades to be assessed and performed on the same criteria as SingTel provides to itself, its affiliates and Customers).
- 17.3 Without limiting the exclusions or limitations of liability in this RIO Agreement, SingTel shall not be liable to the Requesting Licensee for any Loss resulting from, or in connection with, suspension of access to the CDN under this clause.
- 17.4 Where the suspension is due to the fault of the Requesting Licensee, the Requesting Licensee must compensate SingTel for the reasonable cost it incurs in lifting the suspension after the Requesting Licensee has rectified its fault.

## 18. TERMINATION OF LICENCE

18.1 Not Used

18.2 Subject to clause 13.2 of the main body of this RIO Agreement, SingTel may immediately terminate the Licence in respect of the CDN if:

- (a) the Requesting Licensee is no longer an FBO;
- (b) in SingTel's reasonable opinion, the Requesting Licensee is using the CDN in contravention of an applicable law, licence, code, regulation or direction and SingTel has the necessary confirmation from the relevant Governmental Agencies that the Requesting Licensee is in contravention of the applicable law, licence, code, regulation or direction;
- (c) the Requesting Licensee's Underground Equipment is used for a purpose other than stated herein;
- (d) the Requesting Licensee locates equipment other than Underground Equipment in the CDN;
- (e) the CDN have become unsafe for its purpose;
- (f) SingTel's right to own, control, maintain or operate the CDN is revoked or terminates or expires; or
- (g) the use of the CDN causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of SingTel or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of SingTel's Network.

18.3 Subject to clause 13.2 of the main body of this RIO Agreement, SingTel may terminate the Licence in respect of the CDN after giving the Requesting Licensee ten (10) Business Days' prior written notice if the Requesting Licensee removes or abandons its Underground Equipment and the Requesting Licensee did not dispute such written notice by SingTel.

18.4 Subject to clause 13.2 of the main body of this RIO Agreement, either Party (**Terminating Party**) may terminate the Licence in respect of the CDN if the other Party is in breach of this Schedule and such breach remains un-remedied for a period of:

- (a) seven (7) Calendar Days after receiving notice from the Terminating Party to do so, if the breach is a service affecting breach; and
- (b) fourteen (14) Calendar Days after receiving notice from the Terminating Party to do so, if the breach is a non-service affecting breach (including but not limited to failure to pay any sum for which the Requesting Licensee has been Invoiced).

18.5 Subject to clause 13.2 of the main body of this RIO Agreement, if SingTel has plans or otherwise proposes to decommission the CDN, SingTel must provide the Requesting Licensee with at least twelve (12) months' prior notice of its intention to terminate the Requesting Licensee's Licence in respect of the CDN.

18.6 Not used

## **19. EXPIRY OF TERM OF LICENCE**

19.1 Upon expiry or termination of the Licence in respect of the CDN, the Requesting Licensee must discontinue the use of the CDN, and complete its removal of its Underground Equipment, on such date which the Licence expires or terminates.

19.2 Where the Requesting Licensee fails to discontinue the use of the CDN and to remove its Underground Equipment, SingTel shall remove the Underground Equipment and the Requesting Licensee shall pay the reasonable costs associated with its removal.

19.3 Upon expiry or termination of the Licence in respect of the CDN and the removal of the Requesting Licensee's Underground Equipment, SingTel shall verify and restore the state of the CDN. The Requesting Licensee shall pay the reasonable costs incurred by SingTel in verifying and restoring the state of the CDN, including the costs of updating SingTel's records, other than in circumstances where the Requesting Licensee's discontinuation of the use of the CDN is a direct result of SingTel's decommissioning of the CDN under this Schedule 13.

19.4 If this Schedule or this RIO Agreement is terminated for any reason, any Licence of the CDN is also terminated.

19.5 The Requesting Licensee shall pay the termination fee specified in Schedule 9 for the termination of the Licence of the CDN other than in circumstances where the Requesting Licensee's termination of the Licence of the CDN is a direct result of SingTel's decommissioning of the CDN under this Schedule 13.

- 19.6 For the avoidance of doubt, the Requesting Licensee's right to physical access to the CDN shall terminate upon the termination of the Licence of the CDN.

**20. ASSIGNMENT AND SUB-LICENSING**

- 20.1 The Requesting Licensee must not assign, sub-licence and/or transfer the right to use and/or access the CDN pursuant to the Licence, to another party.

**21. NOT USED**

## **ANNEX 13.1**

### **SERVICE LEVEL GUARANTEES**

**1. REBATES FOR CDN REQUEST TIMEFRAMES**

<b>Missed notification timeframe as to whether Request is accepted or rejected (clause 4.2) by:</b>	<b>Rebate</b>
1-30 Calendar Days	Number of days of delay x daily recurring Charge
More than 30 Calendar Days	30 x daily recurring Charge

**2. NOT USED**


**3. REBATES FOR PROJECT STUDY TIMEFRAMES**

<b>Missed timeframe for completion of Project Study (clause 5.1) by:</b>	<b>Rebate</b>
1-30 Calendar Days	Number of days of delay x daily recurring Charge
More than 30 Calendar Days	30 x daily recurring Charge



**4. REBATES FOR CONNECTION DUCT TIMEFRAMES**

<b>Missed timeframe for completion for Connection Duct (clause 5.7) by:</b>	<b>Rebate</b>
1-30 Calendar Days	Number of days of delay x daily recurring Charge
More than 30 Calendar Days	30 x daily recurring Charge

**5. REBATES FOR RECTIFICATION WORK TIMEFRAMES**

<b>Missed timeframe for completion of Rectification Work (clause 9.4) by:</b>	<b>Rebate</b>
1-30 Calendar Days	Number of days of delay x daily recurring Charge
More than 30 Calendar Days	30 x daily recurring Charge

**6. REBATES FOR MODIFIED UNDERGROUND EQUIPMENT TIMEFRAMES**

<b>Missed timeframe for processing of request for Modified Underground Equipment (clause 7.2) by:</b>	<b>Rebate</b>
1-30 Calendar Days	Number of days of delay x daily recurring Charge
More than 30 Calendar Days	30 x daily recurring Charge

**7. CLAIM PROCEDURES**

- (a) A claim by the Requesting Licensee shall be made in writing within fourteen (14) Calendar Days of the completion of the relevant Calendar Month on which the

Service Level Guarantees are measured. The amount in respect of any claim shall be paid to the Requesting Licensee in the form of a rebate. The Requesting Licensee acknowledges that a failure to make a claim within the specified timeframes under this paragraph means that the Requesting Licensee waives any entitlement to the Service Level Guarantee payment in respect of that claim.

- (b) If the Requesting Licensee is entitled to a rebate pursuant to the claim made hereunder, then the amount of the rebate will be credited into the Requesting Licensee's account after it has been processed by SingTel and will be reflected in SingTel's bill to the Requesting Licensee in accordance with SingTel's billing cycle.
- (c) The guarantee and rebates provided by SingTel under this Annex 13.1 are:
  - (i) of an ex-gratia nature and personal to the Requesting Licensee and are non-transferable; and
  - (ii) subject to this Schedule.
- (d) Despite anything to the contrary in this section, if the Requesting Licensee qualifies for any claim under this Annex 13.1, SingTel shall honour its obligations in respect of that claim but in the event of a dispute as to whether the Requesting Licensee qualifies for a claim or as to the quantum of the claim payable to the Requesting Licensee, the dispute shall be resolved in accordance with the Dispute Resolution Procedures in Schedule 11 of the RIO, or in the case of a Billing Dispute, in accordance with Schedule 10 of the RIO.
- (e) For the avoidance of doubt, "daily recurring Charge" referred to in this Annex 13.1 shall be computed by dividing the total O&M Charges for the relevant year as set out in Schedule 9 of the RIO, by three hundred and sixty-five (365).

## **ANNEX 13.2**

### **SOP ON PREVENTION OF DAMAGE TO CDN**

- (a) Not Used
- (b) The Requesting Licensee will submit an earthwork notification form to SingTel within seven (7) days before the commencement of earthwork in accordance with section 29(1) of the Act.
- (c) When working in or around the vicinity of SingTel's Underground Plant, the Requesting Licensee will engage licensed telecommunications cable detection workers to detect SingTel's Underground Plant and carry out trial holes by manual digging to expose SingTel's Underground Plant in order to determine the depth and alignment of SingTel's Underground Plant.
- (d) If necessary, a site meeting may be arranged at the Requesting Licensee's cost to co-ordinate the routing of the Requesting Licensee's ducts.
- (e) The Requesting Licensee will carry out trial holes by manual digging when working in or near the vicinity of SingTel's Underground Plant to determine the depth and the alignment of SingTel's Underground Plant.
- (f) At the Requesting Licensee's cost, the Requesting Licensee may seek SingTel's assistance to ascertain the location of SingTel's Underground Plant. The Requesting Licensee may also provide visible markings (such as poles, tapes, painting, etc.) to indicate the estimated position of SingTel's Underground Plant for SingTel's confirmation.
- (g) The Requesting Licensee will submit to SingTel the method of support and protection to the exposed SingTel's Underground Plant for SingTel's concurrence.
- (h) If necessary, the Requesting Licensee will sever tree roots before grubbing the tree stump, subject to approval from relevant authorities.
- (i) The Requesting Licensee will inform SingTel regarding the dismantling of supports.
- (j) The Requesting Licensee will inform SingTel regarding the back-filling procedure over SingTel's Underground Plant.

- (k) The Requesting Licensee will disseminate information regarding SingTel's service layout to the Requesting Licensee's contractors, sub-contractors and machine operators carrying out the work.
- (l) The Requesting Licensee will submit a work schedule and installation plan to SingTel where works are to be carried out in the vicinity of SingTel's Underground Plant.
- (m) The Requesting Licensee will report immediately on any damage to SingTel Underground Plant at a designated telephone number.
- (n) The Requesting Licensee shall not dig trial holes using JCB or excavator.
- (o) The Requesting Licensee will not carry out any excavation, soil investigation, piling or earthworks in the vicinity of SingTel's Underground Plant without confirming the actual positions of SingTel's Underground Plant.
- (p) The Requesting Licensee will not cover up any of SingTel's manholes with earth or building materials.
- (q) The Requesting Licensee will not take for granted that SingTel's cables are in a straight run.
- (r) The Requesting Licensee will not cover up or attempt to repair any damages to SingTel's Underground Plant but is to report such damages to SingTel immediately.
- (s) The Requesting Licensee will not dismantle any support for SingTel's Underground Plant without informing SingTel and obtaining SingTel's consent.
- (t) The Requesting Licensee must not assume that the depth of SingTel's Underground Plant is not deeper than 1.5 metres.
- (u) The Requesting Licensee will not remove any concrete encasement around SingTel's pipeline after exposing it unless approval from SingTel is given.
- (v) SingTel may, when required, issue reasonable "Do's and Don'ts" to the Requesting Licensee so as to safeguard SingTel's Underground Plant and the Requesting Licensee shall comply with such "Do's and Don'ts".

### ANNEX 13.3 - PHYSICAL ACCESS PROCEDURE FOR CDN

#### 1 GENERAL

- 1.1 The physical access procedures applicable to accessing the CDN for the installation, operation and maintenance of the Requesting Licensee's Underground Equipment installed within, attached to or sited upon that CDN, are set out in this Annex.
- 1.2 The Requesting Licensee shall provide to SingTel a master list of persons nominated by it to have physical access to CDN in accordance with the prescribed form in Annex 13.9. The master list shall contain, without limitation, for each person, the following details:
- (a) full name; and
  - (b) company name and license no.; and
  - (c) last four characters of IC/Passport no.; and
  - (d) a copy of Safety Instruction Course (**SIC**)/Safety Orientation Course (**SOC**) Certificate and its expiry date, and where appropriate additional certification/declaration that the relevant person is duly skilled and meets all professional standards for the nature of the job;
  - (e) Not Used
  - (f) Not Used
- 1.3 The master list provided under clause 1.2 shall be maintained and updated by the Requesting Licensee with a new master list provided to SingTel whenever any amendments are made to the master list.
- 1.4 The Requesting Licensee shall ensure that its workmen listed in the master list are either Singaporeans, or Singapore Permanent Residents, or holders of valid work permits.
- 1.5 The Requesting Licensee shall pay the Charge specified in Schedule 9 for SingTel to process the Requesting Licensee's Master List.

- 1.6 No person will be permitted physical access to SingTel's CDN without being nominated on the master list under clause 1.2 and without a current valid Letter of Authorisation as in Annex 13.8.

## **2. PHYSICAL ACCESS REQUEST**

- 2.1 Subject to clause 3 of this Annex 13.3 and provided SingTel has provided prior approval of the Requesting Licensee's Request, where the Requesting Licensee wishes to obtain physical access to the CDN, it must submit a request in writing in accordance with the prescribed form in Annex 13.6 not less than fifteen (15) Business Days before the requested physical access date. The request must contain, without limitation:

- (a) the purpose for which physical access is requested (such purpose may include the conducting of a mandrel test by the Requesting Licensee); and
- (b) the identity of the senior person who will be present and who will be responsible for the persons who will be physically accessing the CDN; and
- (c) a complete list of the persons (limited to a maximum of forty (40)) who may be physically accessing the CDN on the relevant date of access, from which list a maximum of twenty (20) persons will be confirmed as being the persons who will be undertaking the physical access in accordance with clause 2.2; and
- (d) a copy of a valid foreign worker's work permit if such person is neither a Singaporean nor a Singapore Permanent Resident; and
- (e) an estimate of the time during which physical access is requested where such request for time does not exceed fourteen (14) consecutive Calendar Days; and
- (f) the specific CDN to which physical access is requested.

- 2.2 No later than the day on which physical access to the CDN has been granted but prior to physical access actually being granted, the Requesting Licensee must notify SingTel the names of up to twenty (20) person(s) from the list in the request made under clause 2.1(c) who will actually be physically accessing the CDN.

- 2.3 SingTel shall within ten (10) Business Days of receipt of a request under clause 2.1, advise the Requesting Licensee of whether the request for physical access has been approved in accordance with the prescribed form in Annex 13.6. The approval shall be the Letter of Authorisation as in Annex 13.8 sent by SingTel by email.

- 2.4 Upon approval under clause 2.3, SingTel shall provide escort service to the Requesting Licensee to physically access the CDN. The Requesting Licensee shall pay to SingTel the Charges for escort service as provided in Schedule 9. Where SingTel approves a request for physical access, the Requesting Licensee shall comply with clause 6.14.
- 2.5 The Requesting Licensee will be liable for escort Charges commencing at the time of approved access and ceasing when the Requesting Licensee's personnel leaves the CDN. The Requesting Licensee shall pay the Charges specified in Schedule 9 for SingTel to process a request for physical access.
- 2.6 The Requesting Licensee must notify SingTel as soon as possible (but in any event, within six (6) hours of the time approved for physical access) of any change or cancellation to time of the request for physical access.
- 2.7 Subject to clause 2.6, where the Requesting Licensee's personnel is not present at the approved date and time of physical access, SingTel shall be entitled to recover the full escort Charges for the approved duration of access.

### **3. EMERGENCY PHYSICAL ACCESS REQUEST**

- 3.1 The Requesting Licensee shall submit to SingTel a list of designated senior personnel contained listed on the master list who are authorised to request emergency physical access.

In the event of an emergency where physical access is required by the Requesting Licensee to address the emergency situation, the Requesting Licensee must first obtain SingTel's consent for access by telephone using the designated telephone number of SingTel's Fault Control Centre. SingTel shall notify the Requesting Licensee within one (1) hour, of whether the request for physical access has been approved. For the avoidance of doubt, the conducting of a mandrel test by a Requesting Licensee shall not be a purpose for which emergency physical access can be requested.

- 3.2 Where SingTel grants the Requesting Licensee with emergency access post telephone call, the Requesting Licensee must subsequently provide SingTel, via email, a confirmation of emergency access in writing in accordance with the prescribed form in Annex 13.7 by the Business Day that follows granting of access.

3.3 The written and verbal emergency physical access request and confirmatory email under clause 3.2 of this Annex 13.3 must specify, without limitation, for each person, the following details:

- (a) full name; and
- (b) the full name of the requesting party; and
- (c) last four characters of NRIC number for Singaporean or Singapore Permanent Resident, or Passport number and valid foreign worker's work permit number if such person is neither a Singaporean nor a Singapore Permanent Resident; and
- (d) a copy of a valid foreign worker's work permit if such person is neither a Singaporean nor a Singapore Permanent Resident; and
- (e) contact number; and
- (f) email; and
- (g) details of the emergency situation (including whether it is service affecting or non-service affecting); and
- (h) the identity of the senior person who will be present and who will be responsible for the persons who will be accessing the CDN; and
- (i) a complete list of the persons (limited to a maximum of twenty (20)) who will be accessing the CDN on the relevant occasion of emergency access; and
- (j) an estimate of the time during which physical access is requested; and
- (k) the specific CDN to which physical access is requested.

3.4 Not Used

3.5 Upon obtaining approval under clause 3.1 of this Annex 13.3, physical access will be permitted on an interim basis only. Physical access shall be for a maximum period of eight (8) hours unless otherwise agreed. SingTel shall not withhold its agreement unreasonably.

3.6 Upon approval under clause 3.1 of this Annex 13.3, SingTel shall provide escort service to physically access the CDN within two (2) hours from the time of approval



- where approval is given during office hours, or within three (3) hours from the time of approval - where approval is given after office hours. This access shall be permitted on an interim basis only. Physical access shall be for a maximum period of eight (8) hours unless the Requesting Licensee requests a reasonable extension of time for access and SingTel accepts that request. SingTel shall not unreasonably reject the Requesting Licensee's request. Where SingTel approves a request for physical access each Party will comply with the terms and conditions set out in clause 6.14.

3.7 The Requesting Licensee shall pay the Charge as specified in Schedule 9 for SingTel to process a request for emergency physical access.

3.8 Where, in an emergency situation, both SingTel and the Requesting Licensee require physical access to undertake corrective action, SingTel shall have priority.

#### **4. REJECTION OF PHYSICAL ACCESS REQUEST**

4.1 SingTel may reject a request for physical access other than a bona fide emergency physical access request under clause 3, or revoke an approval for physical access where:

- (a) the request is not in the prescribed form and does not contain all the required information; or
- (b) Not Used
- (c) the persons listed on the request do not appear on the master list or SingTel has advised that the person(s) listed have been barred either by SingTel or the relevant authorities; or
- (d) any person listed on the request is not Singaporean, Singapore Permanent Resident or a holder of a valid foreign worker's work permit; or
- (e) the SIC/SOC Certificate of any person listed on the request has expired; or
- (f) SingTel has scheduled work for the time specified by the Requesting Licensee in the request; or
- (g) SingTel determines that the physical access or work to be performed by the Requesting Licensee as specified in the request may breach clause 5.2; or

- (h) SingTel determines that the area is unsafe or
- (i) the Requesting Licensee is in breach of this Schedule and such breach continues and remains unremedied at the time of the request for physical access.

4.2 If SingTel rejects a request for physical access under clause 4.1 SingTel shall provide the Requesting Licensee with its reasons for rejection.

## **5. CONDITIONS OF PHYSICAL ACCESS**

5.1 SingTel may refuse any person physical access to, or require that person to be removed, from the site where:

- (a) that person cannot, upon request, produce a current valid Letter of Authorisation; and any identification card which is issued by SingTel or
- (b) SingTel has previously notified the Requesting Licensee of problems with that person (eg. the person has breached safety requirements or Standard Operating Procedures); or
- (c) the person has been barred under clause 5.8 or
- (d) where in the opinion of SingTel, the person's action may cause damage to SingTel's properties or may compromise or threaten safety.

5.2 The Requesting Licensee must not do or omit to do anything in connection with gaining physical access which may:

- (a) threaten the safety of SingTel's employees, customers or third persons; or
- (b) interfere physically or electrically with the delivery of telecommunications services supplied or to be supplied by SingTel; or
- (c) jeopardise the integrity or confidentiality of communications within SingTel's Network; or
- (d) threaten the security of the CDN; or
- (e) cause damage to the CDN.

5.3 The Requesting Licensee must ensure the following:

- (a) only persons with a current and valid Letter of Authorisation can gain physical access; and
  - (b) physical access is gained only to the CDN or part thereof for which approval has been granted; and
  - (c) each person gaining physical access signs a log book maintained by the Requesting Licensee in which is recorded the full name of the person, last four characters of IC/Passport no., date and time of entry and departure from the CDN; and
  - (d) the applicable Standard Operating Procedures are followed and any written instructions (relating to particular circumstances not covered by the Standard Operating Procedures); and
  - (e) the CDN is left in a safe and tidy condition and
  - (f) the Requesting Licensee's senior person informs SingTel when work has been completed and all Requesting Licensee personnel have left the facility.
- 5.4 No explosives, inflammables, cigarettes, lighters and equipment with electromagnetic emissions or radiation are allowed in the CDN. Unless expressly required under this Schedule, no photography in any form, media or method is permitted.
- 5.5 SingTel may inspect the logbook referred to in clause 5.3 at any time.
- 5.6 Where, for whatever reason, the Requesting Licensee decides that a person nominated by it should no longer be permitted physical access it must immediately notify SingTel and provide an updated master list.
- 5.7 SingTel may terminate physical access to a specific CDN where:
- (a) the physical access causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of SingTel or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of SingTel's Network; or
  - (b) that the area is unsafe; or
  - (c) that the Requesting Licensee is in breach of clause 5.2 or 5.3.

5.8 Without prejudice to any other rights SingTel may have (whether under contract, at law, or in equity), where the Requesting Licensee or its agents or contractors:

- (a) gains unauthorised entry to any CDN or part thereof; or
- (b) uses, or attempts to use, the Letter of Authorisation for any purpose other than the purpose for which approval was granted,

physical access may be immediately terminated and the person(s) will henceforth be barred from entering any facilities of SingTel.

5.9 The Requesting Licensee must not grant a third person physical access to CDN to which the Requesting Licensee has been granted physical access under this Annex. For the avoidance of doubt in the context of this clause the term “third person” does not include the Requesting Licensee’s contractor.

## **6. COMPLIANCE WITH THE WORKPLACE SAFETY AND HEALTH ACT (CHAPTER 354A)**

6.1 SingTel and the Requesting Licensee acknowledge and agree that:

- (a) for the purpose of the Workplace Safety and Health Act (Chapter 354A), the CDN are a “factory” and therefore, a “workplace” (as those terms are defined in the Workplace Safety and Health Act (Chapter 354A)); and
- (b) SingTel and the Requesting Licensee each have various responsibilities and obligations under the Workplace Safety and Health Act (Chapter 354A) in relation to the CDN.

6.2 The Requesting Licensee will procure that itself and its contractors, when accessing the CDN, will comply with the following:

- (a) the various responsibilities and obligations under the Workplace Safety and Health Act (Chapter 354A), on the basis that the CDN are a “factory” and, therefore, a “workplace” (as those terms are defined in the Workplace Safety and Health Act (Chapter 354A)), and any subsequent amendment thereof; and
- (b) additional training for itself and its contractors that is timely and appropriate for the nature of the job being undertaken; and
- (c) all relevant instructions or requirements issued by the Authority or any other relevant Government Agency from time to time with regards to safety at workplace.



## **ANNEX 13.4 – STANDARD OPERATING PROCEDURES FOR WORKING IN MANHOLE AND CABLE PULLING**

### **INTRODUCTION**

This Annex provides the Standard Operating Procedures for a) Working inside SingTel's manholes and b) Cable pulling inside SingTel's manhole.

#### **1 WORKING INSIDE SINGTEL MANHOLE**

- 1.1 The Requesting Licensee shall place all approved temporary road signing equipment such as signboards, barricades, traffic cones, blinker lamps, revolving lamps bearing the logo and names of the Requesting Licensee and its contractor at the site in advance of, and/or for the duration of its works, in accordance with the LTA Temporary Signing Manual (1988 edition) or as superseded by the Code of Practice For Temporary Traffic Control issued by LTA which shall be the duty of the Requesting Licensee to ascertain in respect thereof and any subsequent amendment thereof as a minimum requirement and if the site condition is extra hazardous due to high speed traffic, road bend, road incline, obstruction by shrubs or trees, and the like, additional temporary road signing equipment shall be provided and placed by the Requesting Licensee to mitigate the effect of such hazards.
- 1.2 The Requesting Licensee shall remove all debris from inside of the manhole.
- 1.3 The Requesting Licensee shall ensure that the manhole and its surrounding area are cleaned and flammable or toxic material is not left in or around the manhole. The Requesting Licensee shall also ensure that the manhole covers are flushed with the surface when closed. All debris and leftover materials resulting from its works shall be removed from the inside of the manhole.

#### **2 CABLE PULLING INSIDE SINGTEL'S MANHOLE**

- 2.1 The Requesting Licensee must also provide detailed information on the work method statement for cable and sub-duct pulling for SingTel's approval. The information shall include the work method statement on how the Requesting Licensee can prevent damage to existing cables found inside the manholes that is consistent with SingTel's guidelines in Annex 13.10.
- 2.2 The Requesting Licensee shall ensure that its cable is laid against one side of the wall and supported on its own cable bearers in the manhole provided space is

available for installation of the cable bearers. The Requesting Licensee shall ensure that its cable is properly secured to the cable bearers at all times.

- 2.3 The Requesting Licensee shall ensure that its cable and sub-Duct do not cause obstruction in the manhole. The Requesting Licensee shall remove such obstruction immediately when instructed by SingTel to do so.
- 2.4 The Requesting Licensee is not required to install its sub-Ducts but it may install its own sub-Ducts for which it shall be fully responsible.
- 2.5 The Requesting Licensee shall submit to SingTel for approval, the manufacturer's detailed information, type, size and sample of the sub-Duct to be used. Approval shall not be unreasonably withheld.
- 2.6 On the cable sheath, the Requesting Licensee shall clearly identify the Requesting Licensee at 1m intervals. The Requesting Licensee shall use a different colour from SingTel for the strip along the entire length of the cable for cables to be installed.
- 2.7 Not used
- 2.8 The Requesting Licensee shall use SingTel approved gas and watertight duct seal to reinstate affected duct seal(s) in SingTel's manhole after cable pulling work. Where, during the course of installation, the Requesting Licensee causes any damage to SingTel's Underground Plant, the Requesting Licensee must report the damage immediately to SingTel. The Requesting Licensee shall not attempt to repair SingTel's damaged Underground Plant. SingTel shall rectify any damage in any way it deems fit, the reasonable cost and expense for the repair thereof shall be recovered from the Requesting Licensee.

## ANNEX 13.5 – ORDER FOR CDN

ORDER FOR CDN	
<b>The Requesting Licensee</b>	
<p>Date of Application : _____ Application Reference Number : _____</p> <p>Name of submarine cable system : _____</p> <p>Proposed landing date : _____</p> <p>Preferred ending manhole number in the CDN (where applicable): _____</p>	
<b>On Behalf of the Requesting Licensee</b>	
<p>Sign : _____ Requesting Licensee Name: _____</p> <p>Name : _____ Requesting Licensee BRN: _____</p> <p>Designation : _____</p> <p>Department : _____</p> <p>Contact Number : _____ Company Stamp : _____</p> <p>Email : _____</p>	
<b>SingTel's Reply to the Requesting Licensee</b>	
<p><input type="checkbox"/> Application returned – incomplete/illegible</p> <p><input type="checkbox"/> Not Approved Reason for Rejection : _____</p>	
<p><input type="checkbox"/> Approved subject to details and conditions given in the attached Letter of Authorisation</p> <p><input type="checkbox"/> Alternative Date and Time SingTel Approval Code : _____</p>	
<b>On Behalf of SingTel</b>	
<p>Sign : _____ Contact Number : _____</p> <p>Name : _____ Email : _____</p> <p>Date : _____</p>	
<b>Processing Status</b>	
<p>Received Date : _____ Queue Status : _____</p> <p>Processed Date : _____</p>	



## ANNEX 13.6 – REQUEST FOR PHYSICAL ACCESS TO CDN

### REQUEST FOR PHYSICAL ACCESS TO CDN

#### The Requesting Licensee

Date of Application : \_\_\_\_\_ Application Reference Number : \_\_\_\_\_

Physical Access is sought for the purpose of :

[Reason] \_\_\_\_\_

Requested Date / Time of Access : \_\_\_\_\_

Estimated Duration of Access : \_\_\_\_\_ [Hours]

Name of Person(s) for which Physical Access is requested. (please attach separate sheet if space is insufficient)

1. [Name of Senior Person & last four characters of NRIC No, or Passport No & Work Permit No]
2. [Name & last four characters of NRIC No, or Passport No & Work Permit No]
3. [Name & last four characters of NRIC No, or Passport No & Work Permit No]
4. [Name & last four characters of NRIC No, or Passport No & Work Permit No]

#### On Behalf of the Requesting Licensee

Sign : \_\_\_\_\_ Requesting Licensee Name: \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Department : \_\_\_\_\_

Contact Number : \_\_\_\_\_ Company Stamp : \_\_\_\_\_

Email : \_\_\_\_\_

#### SingTel's Reply to the Requesting Licensee

- ☐ Application returned – incomplete/illegible
- ☐ Not Approved Reason for Rejection : \_\_\_\_\_
- ☐ Approved subject to details and conditions given in the attached Letter of Authorisation

#### On Behalf of SingTel

Sign : \_\_\_\_\_ Contact Number : \_\_\_\_\_

Name : \_\_\_\_\_ Email : \_\_\_\_\_

Date : \_\_\_\_\_

## ANNEX 13.7 – REQUEST FOR EMERGENCY PHYSICAL ACCESS TO CDN

### REQUEST FOR EMERGENCY PHYSICAL ACCESS TO CDN

#### The Requesting Licensee

Date of Application : \_\_\_\_\_ Application Reference Number : \_\_\_\_\_

Emergency Physical Access is sought for the purpose of :

[Reason] \_\_\_\_\_

Requested Date / Time of Access : \_\_\_\_\_

Estimated Duration of Access : \_\_\_\_\_ [Hours]

Name of Person(s) for which Physical Access is requested.

1. [Name of Senior Person & last four characters of NRIC No, or Passport No & Work Permit No, & SIC/SOC No]
2. [Name & last four characters of NRIC No, or Passport No & Work Permit No, & SIC/SOC No]
3. [Name & last four characters of NRIC No, or Passport No & Work Permit No, & SIC/SOC No]
4. [Name & last four characters of NRIC No, or Passport No & Work Permit No, & SIC/SOC No]

#### On Behalf of the Requesting Licensee

Sign : \_\_\_\_\_ Requesting Licensee Name: \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Department : \_\_\_\_\_

Contact Number : \_\_\_\_\_ Company Stamp : \_\_\_\_\_

Email : \_\_\_\_\_

#### SingTel's Reply to the Requesting Licensee

- ☐ Application returned – incomplete/illegible
- ☐ Not Approved Reason for Rejection : \_\_\_\_\_
- ☐ Approved subject to details and conditions given in the attached Letter of Authorisation

**On Behalf of SingTel**

Sign : \_\_\_\_\_ Contact Number : \_\_\_\_\_

Name : \_\_\_\_\_ Email : \_\_\_\_\_

Date : \_\_\_\_\_

**ANNEX 13.8 – LETTER OF AUTHORISATION FOR PHYSICAL ACCESS TO CDN**

**LETTER OF AUTHORISATION  
FOR PHYSICAL ACCESS TO CDN**

This Letter of Authorisation is issued in conjunction with the approval given to the request application via reference \_\_\_\_\_ date \_\_\_\_\_ .

It must be carried in the possession of the senior person at all time during the duration of access granted to the Underground Plant as indicated below.

Location of CDN granted for access :

\_\_\_\_\_

Name of Person(s) for which Physical Access is requested.

1. [Name of Senior Person & last four characters of NRIC No / Passport No]
2. [Name & last four characters of NRIC No / Passport No]
3. [Name & last four characters of NRIC No / Passport No]
4. [Name & last four characters of NRIC No / Passport No]

Approved Date of Access : \_\_\_\_\_

Approved Time of Access : \_\_\_\_\_

Approved Duration of Access : \_\_\_\_\_ [Hours]

**On Behalf of SingTel**

Sign : \_\_\_\_\_ Contact Number : \_\_\_\_\_

Name : \_\_\_\_\_ Email : \_\_\_\_\_

Date : \_\_\_\_\_

## ANNEX 13.9 – MASTER LIST FOR PHYSICAL ACCESS TO CDN

<b>MASTER LIST FOR PHYSICAL ACCESS TO THE CDN</b>
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S/n	Name	Company Name / Requesting Licensee A's Contactor Name	Last four characters of NRIC / Passport No.	SIC / SOC No.	SIC/SOC's Expiry Date
1	Richard Tan	Requesting Licensee A	xxx4567C	8888999	30/12/2009
2	Yeh Sing Ping	Pipe Construction Pte Ltd	xxx444A	77777788	12/11/2009
	Two examples for reference.				

## **ANNEX 13.10 - SINGTEL'S GUIDELINES ON WORK METHOD STATEMENT**

### **1. GENERAL**

The Requesting Licensee shall provide its work method statement to SingTel based on the following guidelines. The work method statement shall:

- (a) describe in sufficient detail, either in pictorial or photographic form, where the Requesting Licensee intends to install its equipment (including cables). The Requesting Licensee must indicate the position of its installation or work area relative to existing plant (including cables and fixtures) at the site;
- (b) identify the equipment, plant, fixtures and cables that will be directly affected during its installation; and
- (c) describe in sufficient detail, either in pictorial or photographic form, how the Requesting Licensee proposes to prevent damage to the equipment, plant, fixtures and cables.