

PROPOSED NEW SCHEDULE 3E – MODIFICATION REQUIRED

PLEASE SEE GENERAL REQUIREMENTS APPLICABLE TO SCHEDULE 3E SET OUT IN APPENDIX 1 AND SPECIFIC REQUIREMENTS SET OUT IN IDA'S ANNOTATIONS BELOW.

SCHEDULE 3E

LICENSING OF OUTDOOR CABINET DISTRIBUTION FRAME

CONTENTS

1. SCOPE	1
2. AVAILABILITY OF CABINET DISTRIBUTION FRAME MOUNTING	3
3. SINGTEL OUTDOOR CABINET RELATED INFORMATION	5
4. ORDERING AND PROVISIONING PROCEDURE	6
5. PROJECT STUDY	10
6. SITE PREPARATION WORK	11
7. INSTALLATION OF TIE CABLE AND TIE BLOCKS	12
8. TERM OF LICENCE	17
9. SUSPENSION	19
10. TERMINATION OF LICENCE	20
11. SUB-LICENSING	24
12. REPLACEMENT OR ADDITION OF TIE CABLE OR TIE TERMINATION BLOCK	24
ANNEX 3E.1: ORDER FOR CABINET DISTRIBUTION FRAME MOUNTING	
ANNEX 3E.2: REQUEST FOR NETWORK INFORMATION (TYPE OF OUTDOOR CABINET)	
ANNEX A : SOP ON PREVENTION OF DAMAGE TO LEAD-IN MANHOLE	
ANNEX B : PHYSICAL ACCESS PROCEDURE FOR LEAD-IN MANHOLE	
ANNEX C : STANDARD OPERATING PROCEDURES FOR WORKING IN MANHOLE AND CABLE PULLING	
ANNEX D : REQUEST FOR PHYSICAL ACCESS TO LEAD-IN MANHOLE	
ANNEX E : REQUEST FOR EMERGENCY PHYSICAL ACCESS TO LEAD-IN MANHOLE	
ANNEX F : LETTER OF AUTHORISATION	
ANNEX G : MASTER LIST FOR PHYSICAL ACCESS TO LEAD-IN MANHOLE	

SCHEDULE 3E

LICENSING OF OUTDOOR CABINET DISTRIBUTION FRAME

1. SCOPE

PROPOSED NEW CLAUSE 1.1 – MODIFICATION REQUIRED

- 1.1 This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with a licence to use SingTel's Outdoor Cabinet Distribution Frame Mounting Arm (**Cabinet Distribution Frame Mounting**) (which means the verticals or horizontal bars on the Outdoor Cabinet belonging to SingTel meant for the mounting of Termination Block(s)) for the sole purpose of enabling the cross-connection of SingTel's Sub Loop obtained under Schedule 3A and/or 3B to the Requesting Licensee's Tie Cable .

IDA notes that Clause 1.1 restricts Requesting Licensees to obtaining a licence to use SingTel's Cabinet Distribution Frame Mounting for the sole purpose of cross-connecting to SingTel's Sub Loop. However, the Code 2005 does not impose any such restriction. Sub-section 6.9.1 of the Code 2005 obligates SingTel to offer to provide access to "its distribution frames in order to allow Facilities-based Licensees to place the terminal blocks and the cabling required to cross-connect loops to the Facilities-based Licensee's equipment." Accordingly, IDA directs SingTel to remove such restrictions in Clause 1.1.

- 1.2 Except as provided in this Schedule, the Requesting Licensee shall, at its own cost, provide all installation materials and manpower needed for the installation of their tie cable in the Cabinet Distribution Frame Mounting. Where certain work is to be carried out by SingTel under this Schedule, the Requesting Licensee must pay to SingTel all costs incurred when provisioning the licence for Cabinet Distribution Frame Mounting to the Requesting Licensee under this Schedule.
- 1.3 SingTel shall not be responsible for any damage to the Requesting Licensee's Terminal units, Termination block, connectors and cables caused by fire, water leakage, deterioration, mechanical ventilation failure, or anything beyond SingTel's control in the Outdoor Cabinet Site other than to the extent that it is the result of a grossly negligent, wilful or reckless breach of this RIO Agreement by SingTel

PROPOSED NEW CLAUSE 1.4 – MODIFICATION REQUIRED

- 1.4 The Requesting Licensee may seek a licence with respect to available Cabinet Distribution Frame Mounting owned by SingTel subject to:
- (a) the sole use by the Requesting Licensee of the Cabinet Distribution Frame Mounting to enable the cross-connection of a Sub Loop obtained under Schedule 3A and/or 3B to the Requesting Licensee’s tie cable; and
 - (b) the terms and conditions of this Schedule.

Please see IDA’s annotations above to Clause 1.1. As a consequential amendment, IDA directs SingTel to modify Clause 1.4 to remove any artificial restriction on the Requesting Licensee’s use of the Cabinet Distribution Frame Mounting.

- 1.5 This Schedule only applies to Requesting Licensees who are FBOs.

PROPOSED CLAUSES 1.6 AND 1.7 - MODIFICATION REQUIRED

Please refer Paragraph 3 of Appendix 1. Arising from IDA’s requirement for SingTel to incorporate service level guarantees for each service and effective remedies for failure to comply with such guarantees (including service standards and timeframes for pre-provisioning, provisioning and fault rectification), IDA directs SingTel to propose for IDA’s approval, the necessary consequential amendments to Clauses 1.6 and 1.7 to comply with IDA’s requirements in relation to the service level guarantees and remedies that SingTel must provide under each schedule.

- 1.6 (a) The timeframes in this Schedule relating to pre-provisioning work to be undertaken by SingTel under clauses 4.4 and 5.2 (such as the completion of project studies and the assessment of applications) are subject to delays caused by events outside SingTel’s reasonable control, in which case SingTel may extend these timeframes for a period equal to the period of such delays.
- (b) For the avoidance of doubt, a failure to meet these timeframes caused by events outside SingTel’s reasonable control does not constitute a breach of this Schedule or this RIO Agreement.

- 1.7 (a) If SingTel fails to meet any timeframes in this Schedule relating to provisioning work to be undertaken by SingTel under clause 6.2, and the failure to meet the timeframe is solely caused by SingTel, SingTel will provide a remedy to the Requesting Licensee.
- (b) Such remedy will be in the form of a credit to the Requesting Licensee of the recurring Charges payable for the delayed services over a period equal to the period of the delay.
- (c) The Requesting Licensee acknowledges that this remedy 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 provisioning timeframes and shall be SingTel's sole and exclusive liability to the Requesting Licensee for such failure.

2. AVAILABILITY OF CABINET DISTRIBUTION FRAME MOUNTING

- 2.1 For the purposes of this Schedule, SingTel may have regard to the following when assessing the availability of a Cabinet Distribution Frame Mounting:

PROPOSED NEW CLAUSES 2.1(a) AND (b) - REJECTION

- (a) SingTel's reasonably anticipated requirements in the next one (1) year for Cabinet Distribution Frame Mountings for provision to itself and its Customers;
- (b) SingTel's reasonably anticipated requirements in the next one (1) year for Cabinet Distribution Frame Mountings for operations and maintenance purposes;

SingTel proposes to assess the availability of Cabinet Distribution Frame Mountings, taking into account amongst other things, its own reasonably anticipated requirements in the next 1 year. IDA's position is that Requesting Licensees must be able to obtain Cabinet Distribution Frame Mountings from SingTel based on equivalent eligibility criteria. Otherwise, if SingTel is permitted to reserve such facility for its anticipated requirements, Requesting Licensees will be put at a competitive disadvantage. Requesting Licensees will not be able to serve their customers, even though SingTel may have available Cabinet Distribution Frame Mountings which it reserves for its own anticipated requirements. Accordingly, IDA rejects SingTel's proposed new Clauses 2.1(a) and 2.1(b).

- (c) the Requesting Licensee's and other Licensees' requirements (including for operations and maintenance purposes) which have been ordered but not yet delivered or which have been provided;

PROPOSED NEW CLAUSE 2.1(d) – MODIFICATION REQUIRED

- (d) security and confidentiality requirements or restrictions imposed on SingTel by Governmental Agencies or Customers;

IDA will not permit SingTel to impose any unjustified restriction on the availability of Cabinet Distribution Frames to the detriment of competing operators. Given that Customers have the ability to control access to their premises, IDA directs SingTel to modify proposed new Clause 2.1(d) by deleting the references to “restrictions” and “Customers”.

- (e) whether SingTel has plans or otherwise proposes to decommission the Outdoor Cabinet within six (6) months of the date of the Cabinet Distribution Frame Mounting Request;

PROPOSED NEW CLAUSE 2.1(f) – REJECTION

- (f) reasonable requirements or restrictions imposed by SingTel in relation to access to SingTel buildings;

IDA's position is that any reasonable requirements imposed by SingTel for access are irrelevant considerations in determining availability of Cabinet Distribution Frame Mounting at the application stage. SingTel has a regulatory obligation under the Code 2005 to offer to provide Cabinet Distribution Frame Mounting, and SingTel must do so where it has availability. These proposed considerations are only relevant in the process of physical provisioning of Cabinet Distribution Frame Mounting. In this respect, should the Requesting Licensee subsequently fail to obtain access thereby preventing SingTel from physically provisioning the Cabinet Distribution Frame Mounting, SingTel will have recovered the applicable Charges for processing the Requesting Licensee's application. In any event, SingTel has also not provided any justification for the inclusion of this new clause. Accordingly, IDA rejects SingTel's proposed new Clause 2.1(f).

- (g) whether there is available space in SingTel's Outdoor Cabinet for installing the Cabinet Distribution Frame Terminal units.

PROPOSED NEW CLAUSE 3 – MODIFICATION REQUIRED

IDA directs SingTel to modify proposed new Clause 3 to incorporate the requirements annotated below.

3. SINGTEL OUTDOOR CABINET RELATED INFORMATION

- 3.1 The Requesting Licensee may request that SingTel provide the Requesting Licensee with the SingTel Outdoor Cabinet Related Information by submitting its request in the form set out in Annex 3E.2.
- 3.2 SingTel will process all requests for the SingTel Outdoor Cabinet Related Information on a non-discriminatory "first come first serve" basis.
- 3.3 SingTel must provide the SingTel Outdoor Cabinet Related Information within fifteen (15) Business Days of the date of receipt of the request. SingTel may provide the Requesting Licensee with the SingTel Outdoor Cabinet Related Information on a progressive basis during the fifteen (15) Business Days period.

IDA is of the view that the timeframe of 15 Business Days for provision of the SingTel Outdoor Cabinet Related Information is overly lengthy and can be significantly streamlined to provide for a more efficient process. In this connection, IDA considers a timeframe of 10 Business Days to be reasonable. Accordingly, IDA directs SingTel to modify proposed new Clause 3.3 to incorporate the requirements specified.

- 3.4 The Requesting Licensee must pay all Charges in relation to a request for the SingTel Outdoor Cabinet Related Information in accordance with Schedule 9 of the RIO Agreement.
- 3.5 The Requesting Licensee acknowledges that the SingTel Outdoor Cabinet Related Information is the Confidential Information of SingTel and that the Requesting Licensee must comply with clause 23 of the main body of the RIO Agreement in relation to such information. The Requesting Licensee must only use the SingTel Outdoor Cabinet Related Information for the sole and exclusive purpose of acquiring Cabinet Distribution Frame Mounting under this Schedule 3E.

- 3.6 SingTel warrants that the SingTel Outdoor Cabinet Related Information is accurate as at the date of providing the information to the Requesting Licensee. The Requesting Licensee acknowledges that the details of the SingTel Outdoor Cabinet Related Information may change from time to time without notice to the Requesting Licensee.
- 3.7 Subject to SingTel's obligation in clause 3.6, the Requesting Licensee acknowledges that:
- (a) it will use the SingTel Outdoor Cabinet Related Information at its own risk; and
 - (b) SingTel is not liable for any loss or damage incurred by the Requesting Licensee in relation to the use of the SingTel Outdoor Cabinet Related Information.

In proposed new Clause 3.6, SingTel warrants the accuracy of the SingTel Outdoor Cabinet Related Information. However, in proposed new Clause 3.7, SingTel absolves itself from liability with respect to the warranty given in proposed new Clause 3.6. IDA does not consider proposed new Clause 3.7 to be reasonable. Given that SingTel is recovering its costs from the Requesting Licensee for providing the information, SingTel cannot absolve itself from liability with respect to providing accurate information. In relation to any concern that SingTel may have with respect to being made liable for a Requesting Licensee's losses arising from the latter's use of the SingTel Outdoor Cabinet Related Information for any purpose other than that for which it is provided or where the information is no longer current, such concerns are already addressed in proposed new Clauses 3.5 and 3.6. Accordingly, IDA rejects SingTel's proposed new Clause 3.7.

4. ORDERING AND PROVISIONING PROCEDURE

- 4.1 The Ordering and Provisioning Procedure for the licence of available Cabinet Distribution Frame Mounting applies only to the use of Distribution Frame Mounting in individual one hundred (100) pairs or two hundred (200) pairs block depending on the type of Outdoor Cabinet. For avoidance of doubt, the 3M-type, FCC-type and 900 pair APO-type will be provided in one hundred (100) pairs and the 1800 pair APO-type will be provided in individual two hundred (200) pairs.

4.2 The Requesting Licensee shall submit its Request for Cabinet Distribution Frame Mounting to SingTel in the form of Annex 3E.1 on a Business Day (**Request Date**) containing the following information:

- (a) Outdoor Cabinet name and address;
- (b) number of Cabinet Distribution Frame Mountings requested;
- (c) the Requesting Licensee's contact details.

PROPOSED NEW CLAUSES 4.3 TO 4.6 - MODIFICATION REQUIRED

IDA directs SingTel to modify the procedures in proposed new Clauses 4.3 to 4.6 to incorporate the following requirements:

- (a) ***Within 1 Business Day of the Request Date, SingTel must notify the Requesting Licensee whether its application is accepted or rejected. In this respect, SingTel may only reject the application for the following reasons:***
 - (i) ***the Requesting Licensee is not an FBO;***
 - (ii) ***the Request for Cabinet Distribution Frame Mounting is not in the prescribed form;***
 - (iii) ***the Request for Cabinet Distribution Frame Mounting does not contain all the required information;***
 - (iv) ***SingTel does not have any Cabinet Distribution Frame Mounting in the area specified in the Request for Cabinet Distribution Frame Mounting; or***
 - (v) ***SingTel has plans or otherwise proposes to decommission the Outdoor Cabinet within 6 months of the date of the Request for Cabinet Distribution Frame Mounting (under Clause 2.1(e)).***

Where SingTel rejects the application, SingTel must provide reasons explaining the basis for rejection. IDA considers the timeframe of 1 Business Day to be reasonable given that the basis for determining acceptance or rejection would be apparent on the face of the application. In the event that the maximum capacity of the overflow specified in Clause 4.3 is reached, SingTel may overflow the applications to the next Business Day but SingTel must inform the

Requesting Licensee of the overflow within 1 Business Day of the Request Date. To compensate SingTel for its costs incurred, SingTel may propose a reasonable Charge under Schedule 9 for processing and determining whether a Requesting Licensee's application should be accepted or rejected.

- (b) Where SingTel rejects the application, SingTel must provide reasons explaining the basis for rejection.*
- (c) In the case where SingTel notifies the Requesting Licensee of acceptance, SingTel must complete its detailed processing and inform the Requesting Licensee within 3 Business Days from the Request Date whether or not the Cabinet Distribution Frame Mounting is available as determined under Clause 2 (except that the considerations in Clause 2.1(e) on decommissioning shall not apply). Where SingTel notifies the Requesting Licensee that the Cabinet Distribution Frame Mounting is unavailable, SingTel must provide an explanation of why it has determined the Cabinet Distribution Frame Mounting to be unavailable. IDA considers the timeframe of 3 Business Days to be reasonable given that SingTel has proposed the same timeframe under Clause 4.4.*

PROPOSED NEW CLAUSE 4.3 – MODIFICATION REQUIRED

4.3 SingTel shall process all Requests for the licence of Cabinet Distribution Frame Mounting submitted by all Licensees on a 'first come, first served' basis subject to maximum of one (1) application per Business Day and a total cumulative number of three (3) per week from any Requesting Licensee.

IDA notes that under Schedule 3D, SingTel proposed to process up to 4 Requests for Distribution Frame Mountings per Business Day. However, under Schedule 3E, SingTel proposes to process up to only 1 Request for Cabinet Distribution Frame Mounting per Business Day. IDA sees no reason for the difference in maximum number of Requests it can process under both schedules. Accordingly, IDA rejects SingTel's proposal to process up to 1 Request for Cabinet Distribution Frame per Business Day and to provide for up to 4 Requests per Business Day . Notwithstanding, IDA reserves the right at any time to review and adjust the number of applications that SingTel must process.

- 4.4 If the Request for Cabinet Distribution Frame Mounting is rejected, SingTel will provide the reasons for such rejection to the Requesting Licensee within three (3) Business Days of the date of the Request. SingTel shall recover the Request fee for the reasonable cost of processing the Cabinet Distribution Frame Mounting Request as provided in Schedule 9, irrespective of the outcome of the Request.
- 4.5 SingTel shall allocate Cabinet Distribution Frame Mounting in one hundred (100) pair blocks or two hundred (200) pair blocks depending on the type of Outdoor Cabinet. The Requesting Licensee acknowledges that SingTel licences Cabinet Distribution Frame Mounting on an “as-is” condition.
- 4.6 SingTel may reject a Request for Cabinet Distribution Frame Mounting if:
- (a) the Requesting Licensee is not a FBO; or
 - (b) the Request for Cabinet Distribution Frame Mounting is not in the prescribed form; or
 - (c) the Request for Cabinet Distribution Frame Mounting does not contain all the required information; or
 - (d) the Cabinet Distribution Frame Mounting is not available as determined under clause 2.2;
 - (e) SingTel does not have any Cabinet Distribution Frame Mounting in the area specified in the Request for Cabinet Distribution Frame Mounting; or
 - (f) if the Lead-in Manhole or Lead-in Duct is not available.
- 4.7 The Requesting Licensee shall pay to SingTel the application fee, inclusive of the cost incurred by SingTel to conduct a detailed study of the request, in accordance with Schedule 9, regardless of whether its Request for Cabinet Distribution Frame Mounting is accepted or not.

5. PROJECT STUDY

PROPOSED NEW CLAUSE 5.1 - MODIFICATION REQUIRED

5.1 Except where SingTel has rejected a Request for Cabinet Distribution Frame Mounting, SingTel will commence a Project Study within fifteen (15) Business Days of the expiry of the timeframe for rejection under clause 4.4. The Requesting Licensee agrees to pay the Project Study fee specified in Schedule 9.

IDA requires SingTel to streamline the processes and applicable timeframes specified in the RIO. In this respect, IDA considers the timeframe of 15 Business Days to commence a Project Study to be overly lengthy. Accordingly, IDA directs SingTel to modify proposed new Clause 5.1 to provide that SingTel will complete a Project Study within 10 Business Days of the expiry of the timeframe for rejection under proposed new Clause 4.4.

5.2 Upon the completion of a Project Study, SingTel shall provide the Requesting Licensee with the following information:

- (a) the Charges for the Site Preparation Work (including a breakdown of the major components of the Charges) and an outline of the major elements of the Site Preparation Work to be undertaken by SingTel;
- (b) the location of the designated Lead-in Manhole and the direction of the Connection Duct;
- (c) the make and model of the Outdoor Cabinet;
- (d) the estimated length of copper cable required from the Lead-in Manhole to the 3M-type Outdoor Cabinet;
- (e) the type of terminal blocks used for terminating the subscriber tie cable to the Cabinet Distribution Frame Mounting;
- (f) the type of terminal unit (100 pair or 200 pair) fitted with pressed steel fanning strip and a sealing ring used for the APO-type or FCC-type Outdoor cabinet and the estimated length of the lead sheathed tail cables required from the Lead-in Manhole to the APO-type or FCC-type Outdoor Cabinet; and

- (g) the number of Business Days reasonably expected to complete the Site Preparation Work;

6. SITE PREPARATION WORK

- 6.1 Within five (5) Business Days from the date of notification of the result of the Project Study under clause 5.2, the Requesting Licensee shall confirm in writing that it wishes to proceed with Cabinet Distribution Frame Mounting and it agrees to pay the estimated Charges for Site Preparation Work. SingTel shall use its reasonable endeavours to complete the Site Preparation Work within the estimated Charges. SingTel may provide the Requesting Licensee with a revised price estimate. SingTel may suspend Site Preparation Work until the Requesting Licensee agrees to the revised price estimate. SingTel shall complete the Site Preparation Work within the period advised under clause 5.2. If SingTel is unable to complete the Site Preparation Work within the advised period, SingTel shall notify the Requesting Licensee of a revised date for completion (which, in all the circumstances, shall be within a reasonable period of time).
- 6.2 As part of the Site Preparation Work, SingTel shall construct one(1) 110mm Connection Ducts of one (1) metre from the designated Lead-in Manhole in the direction indicated in clause 5.2(b) for the Requesting Licensee to connect its ducts. SingTel shall construct the duct seal for the Connection Ducts constructed in SingTel's Lead-in Manhole.

PROPOSED NEW CLAUSE 6.3 – MODIFICATION REQUIRED

- 6.3 SingTel will advise the Requesting Licensee when the construction of Connection Duct is completed (**Completion Date**). The Requesting Licensee shall connect its duct to the Connection Duct within twenty-five (25) Business Days from the Completion Date. If the Requesting Licensee does not connect its duct to the Connection Duct within this period, the Requesting Licensee's Request for Cabinet Distribution Frame Mounting will lapse. If the Requesting Licensee's failure to complete connection is attributable to circumstances beyond the Requesting Licensee's reasonable control, SingTel will grant a reasonable extension of time for installation to the Requesting Licensee at the Requesting Licensee's request. A Requesting Licensee's request under this clause must describe the circumstances beyond the Requesting Licensee's control and such request must be received prior to the expiry of the aforementioned twenty-five (25) Business Day period.

IDA notes that proposed new Clause 6.3 does not specify the timeframe within which SingTel will notify the Requesting Licensee whether or not it approves the request for extension of time. This results in business uncertainty for the Requesting Licensee. Accordingly, IDA directs SingTel to modify Clause 6.3 to provide that SingTel will notify the Requesting Licensee of its approval or rejection within 2 Business Days from the date of the request for extension.

6.4 The Requesting Licensee shall inform SingTel when the connection of its duct to the Connection Duct is completed.

7. INSTALLATION OF TIE CABLE AND TIE BLOCKS

7.1 The Requesting Licensee shall provide SingTel with the Tie Cable for cable pulling between the designated Lead-in Manhole and Cabinet Distribution Frame Mounting no less than five (5) Business Days before SingTel performs the cable pulling as notified to the Requesting Licensee.

7.2 The Requesting Licensee shall pay SingTel the charges in accordance with Schedule 9 for undertaking this activity. The Requesting Licensee must not undertake any cable pulling between the designated manhole and the Cabinet Distribution Frame Mounting.

7.3 The Requesting Licensee shall terminate the end of a Tie Cable to the Requesting Licensee's cable in the designated Lead-in Manhole.

PROPOSED NEW CLAUSE 7.4 – MODIFICATION REQUIRED

7.4 The Requesting Licensee shall submit to SingTel its request to physically access SingTel's Lead-in Manhole for the pulling of cables to the designated Lead-in Duct and its associated Lead-in Manhole at least ten (10) Business Days in advance and in any case, within thirty (30) Business Days from the Completion Date. If the Requesting Licensee does not apply for cable installation in accordance with this clause, its Request for Cabinet Distribution Frame Mounting will lapse.

Proposed new Clause 7.4 requires the Requesting Licensee to submit to SingTel its request to physically access SingTel's Lead-in Manhole at least 10 Business Days in advance. IDA is of the view that SingTel does not require 10 Business Days to process a physical access request. IDA considers a notice period of 3 Business Days for

physical access to be more reasonable. Accordingly, IDA directs SingTel to modify Clause 7.4 to incorporate the requirements specified.

7.5 In its request under clause 7.4, the Requesting Licensee shall specify:

- (a) the identity of the senior person who will be present;
- (b) the list of staff, contractors or agent that would be physically accessing SingTel's Lead-in Manhole for cable installation works;
- (c) the cable installation time table specifying the date(s) and an estimate of the duration which cable pulling work is requested;
- (d) the location and/or site plan of the Lead-in Duct and its associated Lead-in Manhole to which cable pulling is requested;
- (e) the number of cables to be installed at the Building Lead-in Duct and its associated Lead-in Manhole, the cable type, gauge and number of cable pairs of each cable;
- (f) the cable installation plan specifying the installation method and the position of each cable in the Lead-in Manhole fan-out diagram; and

PROPOSED NEW CLAUSE 7.5(g) – MODIFICATION REQUIRED

- (g) detailed work method statement (including how the Requesting Licensee can prevent damage to SingTel's existing cables found inside the Lead-in Manhole) for cable and sub-duct pulling for SingTel's approval.

IDA is of the view that it is impractical to require the Requesting Licensee to provide the work method statement required under proposed new Clause 7.5(g), given that the Requesting Licensee will not be familiar with SingTel's existing equipment located in the Lead-in Manhole. At the same time, IDA recognises SingTel's concern to ensure that Requesting Licensees carry out work in a careful manner so as to avoid any damage to SingTel's equipment. Accordingly, IDA directs SingTel to modify proposed new Clause 7.5(g) by removing the obligation for the Requesting Licensees to submit to SingTel a work method statement. Alternatively, SingTel may propose for inclusion in Schedule 3E, a standard work method statement that Requesting Licensees must comply with when carrying out works in the Lead-in Manhole.

- 7.6 The Requesting Licensee must not commence the cable installation until it has received SingTel's approval for the cable installation.
- 7.7 Within five (5) Business Days of the receipt of request submitted under clause 7.4, SingTel shall review the submitted request and state whether cable installation is approved on the requested date and duration or not.
- 7.8 If SingTel notifies the Requesting Licensee of its approval for the cable installation request under clause 7.7, the Requesting Licensee shall complete the installation of the Requesting Licensee's equipment in the Building Lead-in Duct and its associated Lead-in Manhole within twenty-five (25) Business Days of SingTel's approval. If the Requesting Licensee's failure to complete installation is attributable to circumstances beyond the Requesting Licensee's reasonable control, SingTel will grant a reasonable extension of time for installation to the Requesting Licensee at the Requesting Licensee's request. A Requesting Licensee's request under this clause must describe the circumstances beyond the Requesting Licensee's control and such request must be received prior to the expiry of the aforementioned twenty-five (25) Business Day period.

PROPOSED NEW CLAUSE 7.9 – MODIFICATION REQUIRED

- 7.9 Where approval is withheld, or amendments are required by SingTel, SingTel shall 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 7.4 regardless of whether the application is successful or not.

To facilitate effective implementation of the procedures in proposed new Clause 7 as well as to prevent unnecessary delay and disputes, IDA requires SingTel to consult the Requesting Licensee prior to proposing an alternative installation schedule under proposed new Clause 7.9 so as to ensure that such alternative schedule will be mutually acceptable to both parties. IDA directs SingTel to modify proposed new Clause 7.9 to incorporate the requirements specified.

- 7.10 If the Requesting Licensee cancels or postpones the cable installation date, it shall pay SingTel a cancellation charge and any other charges for the work that SingTel incurred up to the point the request is cancelled.

- 7.11 The Requesting Licensee must request physical access in accordance with the Physical Access Procedures in Annex B to SingTel's Lead-in Manhole five (5) Business Days before the cable installation date as specified in the approved installation plan.
- 7.12 The Requesting Licensee shall notify SingTel on completion of the cable 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 the following:
- (a) the Lead-in Manhole number;
 - (b) start date and time where physical access to SingTel's Lead-in Manhole is carried out;
 - (c) end date and time where physical access to SingTel's Lead-in Manhole is carried out;
 - (d) photographs of the Lead-in Manhole side wall showing the entry and the exit position of the cables inside the Lead-in Manhole and the Duct(s) used;
 - (e) photograph(s) of the cable(s) showing the way the cable was installed in the Lead-in Manhole. The cables should have been installed with sufficient slack and the cable identification code should be clearly labelled on the cable sheath;
 - (f) photograph(s) of the duct seal inside the Lead-in Manhole showing that the duct seal was properly sealed; and
 - (g) photograph(s) of the Lead-in Manhole cover showing that the Lead-in Manhole cover is properly closed after the physical access. The Lead-in Manhole cover is properly closed if it is flush with its frame and the existing ground level when closed. The Lead-in Manhole number should also be clearly printed.
- 7.13 If the Requesting Licensee fails to submit its work completion report in accordance with clause 7.12, SingTel shall proceed with the verification of work completion after the expiry of the timeframe in clause 7.8 or on completion of the cable pulling date whichever is the earlier. The reasonable cost incurred will be recovered from the Requesting Licensee.

7.14 If any photograph provided in the work completion report is not clear or , in SingTel's view, not adequate to demonstrate that the installation of the cable is installed in accordance with the installation plan and the Standard Operating Procedures contained in Annexes A and C, 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. SingTel shall recover the reasonable cost incurred from the Requesting Licensee.

PROPOSED NEW CLAUSE 7.15 – MODIFICATION REQUIRED

7.15 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 with the approved installation plan in a significant manner which disadvantages SingTel or jeopardises SingTel's 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 costs for reinstallation and corrective action, and the 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 and recover the reasonable cost from the Requesting Licensee accordingly.

SingTel must qualify that any costs incurred for reinstallation and corrective action must be reasonable. IDA directs SingTel to modify proposed new Clause 7.15 to incorporate the requirements specified.

7.16 SingTel shall provide:

- (a) In the case of the APO-type and FCC-type cabinet
 - (i) the installation of terminal unit in the 900 pair or 1800 pair APO-type cabinet; and

- (ii) the pulling of tail cable connected to the terminal unit through the designated Lead-in Manhole to the Cabinet Distribution Frame Mounting.
 - (b) In the case of the 3M-type cabinet
 - (i) the installation of Subscriber tie terminal block in the 3M-type cabinet
 - (ii) pulling of cable through the designated Lead-in Manhole to the Cabinet Distribution Frame Mounting; and
 - (iii) the installation and termination of Subscriber Tie cables to Tie Termination Block installed in the Cabinet Distribution Frame Mounting.
- 7.17 The Requesting Licensee shall be responsible for providing all the associated cabling, termination blocks, terminal units and connectors required for the installation of the Cabinet Distribution Frame Mounting.
- 7.18 The Requesting Licensee shall pay SingTel in accordance with Schedule 9:
- (a) the recurring Charges for the lease of the Cabinet Distribution Frame Mounting; and
 - (b) the one-time Charges for the installation and termination of the Requesting Licensee's Tie Cables at the Outdoor Cabinet, including all works performed by SingTel under this Schedule in licensing the Cabinet Distribution Frame Mounting.

8. TERM OF LICENCE

PROPOSED NEW CLAUSE 8 - MODIFICATION REQUIRED

IDA directs SingTel to modify Clause 8 to incorporate the following requirements:

- (a) ***SingTel must not impose any minimum term for the licence of the Cabinet Distribution Frame Mounting. To compel a Requesting Licensee to retain its licence for the Cabinet Distribution Frame Mounting that the Requesting Licensee no longer requires is inefficient and wasteful.***

- (b) *Therefore, while the term of the licence for the Cabinet Distribution Frame Mounting shall continue until the expiry of the RIO Agreement, the Requesting Licensee may terminate the licence at any time by giving SingTel 1 month notice period. However, where the Requesting Licensee requires termination of the licence before the expiry of the 1 month notice period, the Requesting Licensee will remain liable for the recurring charges for the Cabinet Distribution Frame Mounting until the date of expiry of the 1 month notice period term.*

This amendment is necessary to provide the industry with certainty as to the duration of the licence and obviates the unnecessary process of renewing the licence. Further, IDA is of the view that the current notice period of 6 months prescribed in Clause 8.3 unnecessarily hinders the Requesting Licensee's ability to structure its business operations to meet changing market conditions.

- (c) *IDA will not permit SingTel to unilaterally terminate the licence for Cabinet Distribution Frame Mounting by giving prior written notice to the Requesting Licensee. Please also refer to IDA's annotations to Clause 10 below on the circumstances under which SingTel may terminate the licence for Cabinet Distribution Frame Mounting upon the occurrence of certain specified events.*
- (d) *Finally, the licence for Distribution Frame Mounting will commence from the Completion Date.*

8.1 The term of the Cabinet Distribution Frame Mounting licence shall commence on the date SingTel commences the Site Preparation Work at the Cabinet Distribution Frame Mounting and continues for a period of two (2) years .

8.2 The term of the Cabinet Distribution Frame Mounting licence under clauses 8.1 shall be automatically extended for six (6) month periods until

- (a) the Cabinet Distribution Frame Mounting licence is terminated in accordance with this Schedule;
- (b) the SingTel RIO is revoked by the Authority under clause 13.8 of the RIO Agreement; or
- (c) until the Authority removes the requirement for SingTel to supply Cabinet Distribution Frame Mounting under the SingTel RIO or exempts SingTel from

supplying Cabinet Distribution Frame Mounting under clause 13.9 of the RIO Agreement.

8.3 The Requesting Licensee may terminate the licence of the Cabinet Distribution Frame Mounting with effect on or after the expiry of the original term under clause 8.1 by giving SingTel no less than six (6) months written notice. Such termination will take effect from the date of expiry of this notice.

8.4 SingTel may terminate the licence of the Cabinet Distribution Frame Mounting with effect on or after the expiry of the original term under clause 8.1 by giving the Requesting Licensee no less than six (6) months written notice.

9. SUSPENSION

9.1 SingTel may suspend the Requesting Licensee's access to its Cabinet Distribution Frame Mounting until further notice if the licence of the Cabinet Distribution Frame Mounting 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.

9.2 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 Cabinet Distribution Frame Mounting under this clause 9.

9.3 Where SingTel file for suspension or termination of this Schedule or RIO Agreement, SingTel shall suspend all works that may require SingTel to incur further cost until such time that IDA make decision.

10. TERMINATION OF LICENCE

PROPOSED NEW CLAUSE 10.1 – MODIFICATION REQUIRED

IDA directs SingTel to modify proposed new Clause 10.1 to incorporate the following requirements:

- (a) IDA will not permit SingTel to terminate the Cabinet Distribution Frame Mounting licence immediately by written notice, except in the circumstances specified in proposed new Clauses 10.1(a), (b), (f) and (h).*
- (b) In relation to proposed new Clauses 10.1(c) and (d), please refer to IDA’s annotations to proposed new Clause 1.1 above. Sub-section 6.9.1 of the Code 2005 obligates SingTel to offer to provide access to “its distribution frames in order to allow Facilities-based Licensees to place the terminal blocks and the cabling required to cross-connect loops to the Facilities-based Licensee’s equipment.” Therefore SingTel must not terminate the Cabinet Distribution Frame Mounting licence only by reason of termination of or not having obtained a licence for Sub Loop or Line Sharing. Accordingly, IDA rejects SingTel’s proposed new Clauses 10.1(c) and (d).*
- (c) Where proposed new Clause 10.1(e) applies, SingTel must provide the Requesting Licensee with 10 Business Days’ notice prior to terminating the Cabinet Distributing Frame Mounting licence. This is to avoid any dispute, should SingTel wrongly conclude that the Requesting Licensee has abandoned the Cabinet Distribution Frame Mounting (i.e. no longer uses the Cabinet Distribution Frame Mounting to provide services).*
- (d) The right for SingTel to terminate a licence on the basis of unsuitability is already provided for in proposed new Clause 10.3(a). Accordingly, IDA directs SingTel to modify proposed new Clause 10.1(f) by deleting the reference to “unsuitable”.*
- (e) In respect of Clause 10.1(g), IDA’s position is that the specified events relating to SingTel’s right to own, maintain or operate the Cabinet Distribution Frame Mounting would have been addressed under the provision relating to decommissioning. Accordingly, unless SingTel can provide satisfactory justification for its retention, IDA rejects SingTel’s proposed new Clause 10.1(g).*

- 10.1 SingTel may immediately terminate a licence of Cabinet Distribution Frame Mounting if:
- (a) the Requesting Licensee is no longer an FBO;
 - (b) in SingTel's reasonable opinion, the Requesting Licensee is using the Cabinet Distribution Frame Mounting 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 licence in respect of Sub Loop or the licence in respect of the Shared Line (as the case may be under Schedule 3A or 3B respectively) associated with the Cabinet Distribution Frame Mounting, under clause 10, is terminated or expires;
 - (d) the Requesting Licensee has not obtained a licence for access to Sub Loop or Shared Line associated with the Cabinet Distribution Frame Mounting for a period of more than 3 months;
 - (e) the Requesting Licensee abandons the Cabinet Distribution Frame Mounting, Lead-in Manhole or Lead-in Duct;
 - (f) the Cabinet Distribution Frame Mounting, Lead-in Manhole or Lead-in Duct has become unsafe or unsuitable for its purpose;
 - (g) SingTel's right to own, maintain or operate the Cabinet Distribution Frame Mounting, Lead-in Manhole or Lead-in Duct is revoked or terminates or expires;
or
 - (h) the use of the Cabinet Distribution Frame Mounting, Lead-in Manhole or Lead-in Duct 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.

PROPOSED NEW CLAUSE 10.2 – MODIFICATION REQUIRED

- 10.2 Either Party (**Terminating Party**) may terminate a licence of a Cabinet Distribution Frame Mounting if the other Party is in breach of this Schedule and

such breach remains un-remedied for a period of five (5) Business Days after receiving notice from the Terminating Party to do so.

Consistent with IDA's required amendments to Clauses 12.1(d) and 13.1(d) of Part 2 of the Main Body of SingTel's RIO, IDA directs SingTel to modify proposed new Clause 10.2 by extending the notice period to 14 Calendar Days.

PROPOSED NEW CLAUSE 10.3 – MODIFICATION REQUIRED

10.3 If during the term of a Cabinet Distribution Frame Mounting licence, any Cabinet Distribution Frame Mounting licensed to the Requesting Licensee is:

- (a) no longer suitable for use in SingTel's reasonable opinion; or
- (b) no longer available to be licensed as determined by SingTel;

SingTel may terminate the lease of the Cabinet Distribution Frame Mounting by giving two (2) months notice to the Requesting Licensee.

IDA directs SingTel to modify proposed new Clause 10.3 to incorporate the requirements specified:

- (a) ***In relation to proposed new Clause 10.3(a), IDA accepts technological obsolescence as the only ground for which SingTel may determine that the Cabinet Distribution Frame Mounting is "no longer suitable for use".***
- (b) ***In relation to proposed new Clause 10.3(b), where a Cabinet Distribution Frame Mounting becomes unavailable, the provision relating to decommissioning would apply. Otherwise, SingTel has not provided any satisfactory justification of what other events may result in the unavailability of the Cabinet Distribution Frame Mounting. Therefore, IDA rejects SingTel's proposed new Clause 10.3(b).***

10.4 SingTel may give the Requesting Licensee no less than two (2) months notice at any time during the term that the licence at a Cabinet Distribution Frame Mounting is to be terminated because of the closure of that Outdoor Cabinet. The Requesting Licensee shall bear its own cost associated with the closure of a Outdoor Cabinet. In the event that the Requesting Licensee requests assistance from SingTel within thirty (30) Business Days after receiving a notice under this

clause to provide an alternative solution to the Cabinet Distribution Frame Mounting which is being terminated, SingTel will use its reasonable endeavours in providing such assistance. SingTel will take reasonable measures to minimise disruptions to the Requesting Licensee in the provision of its services to Customers arising from the termination of the Cabinet Distribution Frame Mounting. The Requesting Licensee shall remain solely responsible for making any alternative arrangements as are necessary to continue to provide its Customers with services. Nothing in this clause prevents SingTel from terminating the licence at Cabinet Distribution Frame Mounting at the end of the two (2) months notice period under this clause provided that SingTel has complied with this clause.

PROPOSED NEW CLAUSE 10.5 – MODIFICATION REQUIRED

Please refer to Paragraph 2 of Appendix 1. IDA will permit SingTel to recover all reasonable costs associated with the reinstatement of its Cabinet Distribution Frame Mounting. However, such a right of recovery is not applicable where the Cabinet Distribution Frame Mounting is being closed by SingTel. This is because in such a situation: (i) it is SingTel’s business decision that caused the cost; and (ii) SingTel would not be able to avoid the costs of termination in any case since closure of the Cabinet Distribution Frame Mounting necessarily entails termination. Accordingly, IDA directs SingTel to modify proposed new Clause 10.5 to incorporate the requirements specified.

- 10.5 Upon expiry or termination of the licence of Cabinet Distribution Frame Mounting:
- (a) the Requesting Licensee must discontinue the use of the Cabinet Distribution Frame Mounting; and disconnect all equipment connected to the Cabinet Distribution Frame Mounting within ten (10) Business Days after the expiry of the Requesting Licensee’s licence or from the date of termination of the Cabinet Distribution Frame Mounting, whichever is the earlier.
 - (b) SingTel shall reinstate the Cabinet Distribution Frame Mounting and recover/reinstate all cables/support/termination and recover the reasonable cost of such reinstatement from the Requesting Licensee.

11. SUB-LICENSING

11.1 The Requesting Licensee must not assign the licence in respect of or sub-let the Cabinet Distribution Frame Mounting.

12. REPLACEMENT OR ADDITION OF TIE CABLE OR TIE TERMINATION BLOCK

12.1 If the Requesting Licensee wishes to replace, modify or rearrange an existing Tie Cable or Tie Termination Block located in the Cabinet Distribution Frame Mounting or to install an additional Tie Cable or Tie Termination Block at the licensed Cabinet Distribution Frame Mounting, the Requesting Licensee must submit a request under clause 7 in respect of the replacement or addition of that Subscriber Tie Cable or Tie Termination Block.

12.2 Where the replacement, modification, rearrangement or addition of Subscriber Tie Cable or Tie Termination Block requires the licensing of an additional Distribution Frame Mounting, the Requesting Licensee must submit a Request for Distribution Frame Mounting under clause 4.

ANNEX 3E.1

ORDER FOR OUTDOOR CABINET DISTRIBUTION FRAME

The Requesting Operator

Date of Application : _____ Application Reference Number : _____
Number of Cabinet Distribution Frame Vertical Requested : _____ [Nos]
Address of Outdoor Cabinet : _____
_____ MDF Number : _____

On Behalf of the Requesting licensee

Sign : _____ Name of Requesting Licensee: _____
Name : _____ (Company Name)
Designation : _____
Department : _____
Contact Number : _____ Company Stamp : _____
Fax Number : _____

SingTel's Reply to the Requesting Operator

Application returned - incomplete/illegible
 Not Approved Reason for Rejection : _____
 Approved Circuit Identification Number : _____
Number of Vertical allocated : _____
SingTel Approval Code : _____

On Behalf of SingTel

Sign : _____ Contact Number : _____
Name : _____ Fax Number : _____
Date : _____

Processing Status

Received Date : _____ Queue Status : _____ Processed Date : _____

ANNEX 3E.2

REQUEST FOR NETWORK INFORMATION (TYPE OF OUTDOOR CABINET)

The Requesting Operator

Date of Application : _____ Application Reference Number : _____

Type of Outdoor Cabinet

List the Outdoor Cabinet (Local exchange code and Cabinet Number) :

- (1) _____
- (2) _____
- (3) _____
- (4) _____

On Behalf of the Requesting licensee

Sign : _____ Name of Requesting Licensee: _____

Name : _____ [Company Name]

Designation : _____

Department : _____

Contact Number : _____ Company Stamp : _____

Fax Number : _____

We agree that:

- (a) We are liable for all Charges that may arise in relation to a request for SingTel Exchange Related Information; and
- (b) SingTel Exchange Related Information constitutes Confidential Information and will be treated as such in accordance with clause 23 of the main body of the RIO Agreement.

SingTel's Reply to the Requesting Operator

Application returned - incomplete/illegible

Not Approved Reason for Rejection : _____

Approved

Type of Outdoor Cabinet for item (1) : _____

Type of Outdoor Cabinet for item (2) : _____

Type of Outdoor Cabinet for item (3) : _____

Type of Outdoor Cabinet for item (4) : _____

On Behalf of SingTel

Sign : _____ Contact Number : _____

Name : _____ Fax Number : _____

Date : _____

ANNEX A SOP ON PREVENTION OF DAMAGE O LEAD-IN MANHOLE

PROPOSED ANNEX A OF SCHEDULE 3E – MODIFICATION REQUIRED

IDA notes the following typographical errors:

- (a) The word “to” is not correctly spelt in the header; and***
- (b) The Annex should begin with bullet point “(a)” instead of “(b)”.***
- (b) The Requesting Licensee will purchase service layout plans from SingTel in respect of each Lead-in Manhole to which access is provided under this Schedule.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.

- (h) The Requesting Licensee will submit to SingTel the method of support and protection to the exposed SingTel's Underground Plant for SingTel's concurrence.
- (i) If necessary, the Requesting Licensee will sever tree roots before grubbing the tree stump, subject to approval from relevant authorities.
- (j) The Requesting Licensee will inform SingTel regarding the dismantling of supports.
- (k) The Requesting Licensee will inform SingTel regarding the back-filling procedure over SingTel's Underground Plant.
- (l) 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.
- (m) 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.
- (n) The Requesting Licensee will report immediately on any damage to SingTel Underground Plant at a designated telephone number.
- (o) The Requesting Licensee shall not dig trial holes using JCB or excavator.
- (p) 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.
- (q) The Requesting Licensee will not cover up any of SingTel's Lead-in Manholes with earth or building materials.
- (r) The Requesting Licensee will not take for granted that SingTel's lines are in a straight run.
- (s) 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.

- (t) The Requesting Licensee will not dismantle any support for SingTel's Underground Plant without informing SingTel and obtaining SingTel's consent.
- (u) The Requesting Licensee must not assume that the depth of SingTel's Underground Plant is not deeper than 1.5 metres.
- (v) The Requesting Licensee will not remove any concrete encasement around SingTel's pipeline after exposing it unless approval from SingTel is given.

PROPOSED NEW CLAUSE (w) – MODIFICATION REQUIRED

- (w) SingTel may, when required, issue “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”.

The “Do’s and Don’ts” to be issued to the Requesting Licensee must be reasonable. Accordingly, IDA directs SingTel to modify this Clause (w) by adding the word “reasonable” before “Do’s and Don’ts”.

ANNEX B – PHYSICAL ACCESS PROCEDURE FOR LEAD-IN MANHOLE

1 GENERAL

- 1.1 The physical access procedures are applicable to all SingTel Lead-in Manholes for which sharing has been approved for the installation, operation and maintenance of Requesting Licensee's Underground Equipment installed within, attached to or sited upon that Lead-in Manhole, subject to and in accordance with this Annex.
- 1.2 The Requesting Licensee shall provide to SingTel a master list of persons nominated by it to have physical access to Lead-in Manhole for which sharing has been approved by the SingTel in accordance with the prescribed form in Annex G. 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) IC/Passport no.; and
 - (d) SIC/SOC no.; and
 - (e) contact no.; and
 - (f) fax number.

PROPOSED NEW CLAUSE 1.3 – MODIFICATION REQUIRED

- 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. SingTel may charge an administrative fee for processing and updating the Master List.

The Master List is a requirement imposed by SingTel and for which IDA does not consider to be necessary. In this respect, IDA will not allow SingTel any recovery of its costs for processing and updating a Master List. Accordingly, IDA directs SingTel to modify proposed new Clause 1.3 to incorporate the requirements specified.

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

2 PHYSICAL ACCESS REQUEST

2.1 Subject to clause 3, where the Requesting Licensee wishes to obtain physical access to the Lead-in Manhole of SingTel, for which sharing has been approved, it must submit a request in writing in accordance with the prescribed form in Annex D not less than five (5) Business Days before the requested physical access date. The request must contain, without limitation:

- (a) the purpose for which physical access is requested; 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 Lead-in Manhole; and

PROPOSED NEW CLAUSE 2.1(c) – MODIFICATION REQUIRED

- (c) a complete list of the persons (limited to a maximum of four (4)) who will be physically accessing the Lead-in Manhole; and

IDA notes the industry feedback on the current limitation on the number of persons that may access a facility. IDA agrees that the existing cap of 4 persons is unreasonably restrictive because it is not inconceivable that more than one of the 4 persons may be indisposed at any one time, or that the nature of the access may require more than 4 persons. IDA requires SingTel to propose a reasonable increase in the number of personnel that will be granted physical access.

- (d) an estimate of the time during which physical access is requested; and
- (e) the specific Lead-in Manhole to which physical access is requested.

PROPOSED NEW CLAUSE 2.2 – MODIFICATION REQUIRED

2.2 SingTel shall within two (2) 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 D. The approval shall be the Letter of Authorisation as in Annex F.

IDA's position is that it is reasonable to require SingTel to provide notification by fax of any approval for physical access, given the possible delay if such notification is sent by post. IDA directs SingTel to modify proposed new Clause 2.2 in the manner as specified.

PROPOSED NEW CLAUSE 2.4 – MODIFICATION REQUIRED

IDA notes the following typographical error – proposed new Clause 2.4 has been reproduced twice below.

2.4 Where SingTel approves a request for physical access each Party will comply with the terms and conditions set out in clause 5.

2.4 Where SingTel approves a request for physical access each Party will comply with the terms and conditions set out in clause 5.

PROPOSED NEW CLAUSE 2.5 – MODIFICATION REQUIRED

2.5 The Requesting Licensee shall pay SingTel the Charges for processing and administering the request for physical access.

IDA agrees that SingTel may recover the costs it incurs in processing physical access requests. However, for transparency, SingTel must state upfront the specific charges in Schedule 9. Accordingly, IDA directs SingTel to propose the relevant Charges for IDA's approval, and subsequently for incorporation into Schedule 9.

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.

PROPOSED NEW CLAUSE 3.2 – MODIFICATION REQUIRED

3.2 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 request via facsimile, a request in writing in accordance with the prescribed form in Annex E and then contact SingTel's Fault Control Centre via a telephone call.

In view of the nature of emergencies, IDA's position is that it is unreasonable to require the Requesting Licensee to fax to SingTel its request for emergency access before SingTel grants approval. Instead, IDA requires SingTel to amend proposed new Clause 3.2 to clarify that it is permissible for a Requesting Licensee to request for emergency access by way of verbal notification over the telephone only. However, where approval is granted, SingTel may require the Requesting Licensee to send a confirmatory fax by the next Business Day. IDA directs SingTel to modify proposed new Clause 3.2 to incorporate the requirements specified.

PROPOSED NEW CLAUSE 3.3 – MODIFICATION REQUIRED

3.3 The written and verbal emergency physical access request under clause 3.2 must specify, without limitation:

- (a) the full name of the requesting party; and
- (b) IC/Passport number; and
- (c) contact number; and
- (d) details of the emergency situation; and
- (e) the identity of the senior person who will be present and who will be responsible for the persons who will be accessing the Lead-in Manhole; and
- (f) a complete list of the persons (limited to a maximum of four (4)) who will be accessing the Lead-in Manhole; and

IDA notes the industry feedback on the current limitation on the number of persons that may access a facility. IDA agrees that the existing cap of 4 persons is unreasonably restrictive because it is not inconceivable that the nature of the access may require more than 4 persons. IDA requires SingTel to propose a reasonable increase in the number of personnel that will be granted physical access.

- (g) an estimate of the time during which physical access is requested; and
- (h) the specific Lead-in Manhole to which physical access is requested.

3.4 SingTel shall notify the Requesting Licensee within one (1) hour, of whether the request for physical access has been approved.

PROPOSED NEW CLAUSE 3.5 – REJECTION

3.5 Upon obtaining approval under clause 3.4, 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.

Unlike planned maintenance where the Requesting Licensee will be aware of the scope of works to be carried out, and hence the expected duration of physical access required, the nature of emergency physical access is such that the Requesting Licensee will not be able to anticipate the extent of works required and duration to complete such works. Therefore, IDA is of the view that it is unreasonable to restrict emergency physical access to 8 hours because the Requesting Licensee may not be able to complete its emergency restoration works in time. Unless SingTel can provide satisfactory reasons for imposing this limit, IDA rejects proposed new Clause 3.5.

3.6 Where SingTel approves a request for physical access each Party will comply with the terms and conditions set out in clause 5.

3.7 Where, in an emergency situation, both SingTel and the Requesting Licensee require physical access to undertake corrective action, SingTel has priority with the Requesting Licensee's knowledge.

4 REJECTION OF PHYSICAL ACCESS REQUEST

PROPOSED NEW CLAUSE 4.1 – MODIFICATION REQUIRED

IDA directs SingTel to modify proposed new Clause 4.1 to incorporate the following requirements:

(a) *IDA is of the view that this Clause 4.1 should not apply to emergency physical access requests for the following reasons: (1) in view of the nature of emergencies, it is unreasonable for SingTel to have an unqualified right to reject the Requesting Licensee's request for physical access; please refer to IDA's annotations above at proposed new Clause 3.2 of this Annex B - since IDA requires SingTel to permit the Requesting Licensee to make a verbal notification ahead of its fax notification, several of the bases for rejection*

under proposed new Clause 4.1 will not apply to emergency physical access requests. Therefore, IDA directs SingTel to clarify that proposed new Clause 4.1 is only applicable in the cases of regular physical access requests, and not to emergency physical access requests. If there are any circumstances under which SingTel requires the discretion to reject an emergency physical access request, SingTel must propose an exhaustive list of such circumstances for IDA's approval;

- (b) In addition, where SingTel rejects any request for physical access, SingTel must provide the Requesting Licensee with any explanation of the basis for its rejection.*

4.1 SingTel may reject a request for physical access where:

- (a) the order is not in the prescribed form and does not contain all the required information; or
- (b) the request is for physical access to Lead-in Manhole for which sharing has not been approved; or
- (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) SingTel has scheduled work for the time specified by the Requesting Licensee in the request; or
- (e) 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
- (f) SingTel determines that the area is unsafe.

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; 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.

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 SingTel's Lead-in Manhole; or

(e) cause damage to SingTel's Lead-in Manhole.

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 Lead-in Manhole 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, IC/Passport no., date and time of entry and departure from the Lead-in Manhole; 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 Lead-in Manhole is left in a safe and tidy condition.

- 5.4 No explosives, inflammables, cigarettes, lighters and equipment with electromagnetic emissions or radiation are allowed in Lead-in Manhole.
- 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 Lead-in Manhole 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 Lead-in Manhole 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 Lead-in Manhole 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.

ANNEX C – STANDARD OPERATING PROCEDURES FOR WORKING IN MANHOLE AND CABLE PULLING

INTRODUCTION

This Annex provides the Standard Operating Procedures for a) Working inside SingTel's Lead-in Manholes and b) Cable pulling inside SingTel's Lead-in Manhole.

1 WORKING INSIDE SINGTEL LEAD-IN 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 Lead-in Manhole.
- 1.3 The Requesting Licensee shall ensure that the Lead-in Manhole and its surrounding area are cleaned and flammable or toxic material is not left in or around the Lead-in Manhole. The Requesting Licensee shall also ensure that the Lead-in 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 Lead-in Manhole.

2 CABLE PULLING INSIDE SINGTEL'S LEAD-IN MANHOLE

PROPOSED NEW CLAUSE 2.1 – MODIFICATION REQUIRED

- 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 SingTel's existing cables found inside the Lead-in Manholes.

IDA is of the view that it is impractical to require the Requesting Licensee to provide the work method statement required under proposed new Clause 2.1 of this Annex C, given that the Requesting Licensee will not be familiar with SingTel's existing cables found in its Lead-in Manholes. At the same time, IDA recognises SingTel's concerns to ensure that Requesting Licensees carry out works in a careful manner so as to avoid any damage to SingTel's cables. Accordingly, IDA directs SingTel to modify proposed new Clause 2.1 by removing the obligation for the Requesting Licensee to submit to SingTel the work method statement. Alternatively, SingTel may propose for inclusion in this Annex C, a standard work method statement that Requesting Licensees must comply with when carrying out works on cable and sub-duct pulling.

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 Lead-in 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 Lead-in Manhole. The Requesting Licensee shall remove such obstruction immediately when instructed by SingTel to do so.

PROPOSED NEW CLAUSE 2.4 – MODIFICATION REQUIRED

2.4 The Requesting Licensee shall install its own sub-Ducts.

As currently drafted, proposed new Clause 2.4 may be misconstrued to mean that a Requesting Licensee must install its own sub-Ducts under all circumstances. Accordingly, IDA directs SingTel to modify this proposed new Clause 2.4 to clarify that a Requesting Licensee is not under an obligation to install any sub-Ducts at all, but it may do so at its own preference (in which case it shall be responsible for its own installation).

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 The Requesting Licensee must not construct or place any cable joint inside SingTel's Lead-in Manhole.

2.8 The Requesting Licensee shall use SingTel approved gas and watertight duct seal to reinstate affected duct seal(s) in SingTel's Lead-in 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 cost and expense for the repair thereof shall be recovered from the Requesting Licensee.

ANNEX D

REQUEST FOR PHYSICAL ACCESS TO LEAD-IN MANHOLE

The Requesting Operator

Date of Application : _____ Application Reference Number : _____

Approval for Physical Access is sought for the purpose of :

[Reason] _____

Manhole Number : _____

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 & NRIC No / Passport No]
2. _____ [Name & NRIC No / Passport No]
3. _____ [Name & NRIC No / Passport No]
4. _____ [Name & NRIC No / Passport No]

On Behalf of the Requesting licensee

Sign : _____ Name of Requesting Licensee: _____

Name : _____ [Company Name]

Designation : _____

Department : _____

Contact Number : _____ Company Stamp : _____

Fax Number : _____

SingTel's Reply to the Requesting Operator

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 : _____ Fax Number : _____

Date : _____

ANNEX E

REQUEST FOR EMERGENCY PHYSICAL ACCESS TO LEAD-IN MANHOLE

The Requesting Operator

Date of Application : _____ Application Reference Number : _____

Approval for Emergency Physical Access is sought for the purpose of :

[Reason] _____

Manhole Number : _____

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 & NRIC No / Passport No]
2. _____ [Name & NRIC No / Passport No]
3. _____ [Name & NRIC No / Passport No]
4. _____ [Name & NRIC No / Passport No]

On Behalf of the Requesting licensee

Sign : _____ Name of Requesting Licensee: _____

Name : _____ [Company Name]

Designation : _____

Department : _____

Contact Number : _____ Company Stamp : _____

Fax Number : _____

SingTel's Reply to the Requesting Operator

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 : _____ Fax Number : _____

Date : _____

ANNEX F

**LETTER OF AUTHORISATION
FOR PHYSICAL ACCESS TO LEAD-IN MANHOLE**

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 Manhole granted for access : _____

Name of Person(s) granted to access:

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

Approved Date of Access : _____

Approved Time of Access : _____

Approved Duration of Access : _____

On Behalf of SingTel

Sign : _____ Contact Number : _____

Name : _____ Fax Number : _____

Date : _____

ANNEX G**MASTER LIST FOR PHYSICAL ACCESS TO LEAD-IN MANHOLE**

S/ n	Name	Company Name / Requesting Licensee A's Contactor Name	IC / Passport No.	SIC / SOC No.	Contact Tel No.
1	Richard Tan	Requesting Licensee A	1234567C	8888999	62899848
2	Yeh Sing Ping	Pipe Construction Pte Ltd	3333444A	77777788	62885678
	Two examples for reference.				