

Our ref: Singtel/IMDA/22/014

14 July 2022

Director-General (Telecoms & Post)
Deputy Chief Executive (Policy, Regulatory & Competition Development)
Info-communications Media Development Authority of Singapore

Dear Ms Chia

**SUBMISSION TO THE CONSULTATION ON NETLINK TRUST'S
INTERCONNECTION OFFER**

1. Singapore Telecommunications Ltd (**Singtel**) welcomes the opportunity to respond to the Info-communications Media Development Authority of Singapore's (**IMDA**) request for comments in respect of the NetLink Trust's Interconnection Offer set out in the consultation paper issued by the IMDA on 17 May 2022 (**Consultation Paper**) and the IMDA's extension email on 15 June 2022.
2. Singtel attaches hereto our comments to the Consultation Paper.
3. Please do not hesitate to contact us if you have any queries or require further clarification.
4. Thank you.

Yours sincerely



Sean Slattery
Vice President
Regulatory and Interconnect
Encl.



Annex 1

SINGTEL'S RESPONSE TO THE CONSULTATION ON NETLINK TRUST'S INTERCONNECTION OFFER

1. Singtel's submission in response to the Consultation Paper is structured as follows:
 - Background/Statement of Interest
 - Executive Summary
 - Specific Comments
 - Conclusion
2. Where terms used in this submission are defined in the Interconnection Offer (**ICO**) and the proposed NetCo Code and OpCo Code, they have the same meaning where used in this submission.

Background/Statement of Interest

3. The Singtel group provides a comprehensive portfolio of services that include voice, data and internet services to both corporate and residential customers across Singapore over a variety of platforms, including the Next Generation Nationwide Broadband Network (**NGNBN**). As such, Singtel has a strong interest in an effective code of practice at the passive layer of the NGNBN.

Executive Summary

4. Singtel makes the following key points in this submission:
 - (i) NetLink Trust should continue to bill the fault rectification cost to the End User;
 - (ii) NetLink Trust should not impose a one-time charge for the removal of unnecessary personal data from NetLink Trust's records;
 - (iii) NetLink Trust should allow patching or installation works for the "5th Slots";
 - (iv) NetLink Trust should not include a time limit of 30 Business Days after order completion for the Requesting Licensee to request for the optical power readings;



- (v) The Requesting Licensee should not be responsible for the charges for non-standard installation materials or deployment techniques arising from NetLink Trust deployment into a building;
- (vi) Site Preparation and Installation Charges in Schedule 12B is only applicable to new Co-Location Request;
- (vii) NetLink Trust to impose the Fault Investigation Charge only if they can clearly demonstrate it is the Requesting Licensee's fault;
- (viii) NetLink Trust should not offer Schedule 22 and 23 under the ICO; and
- (ix) NetLink Trust should not impose additional administrative charge in Schedule 19.

Singtel has included additional comments in Annex 2 in particular for Schedule 21(**Other ICO Matters**)

Specific Comments:

NetLink Trust should continue to bill the fault rectification cost to the End User

Singtel submits that the fault rectification work within the End User premise is solely being carried out by NetLink Trust in the presence of the End User. Prior to carrying out the fault rectification work, NetLink Trust will have to discuss directly with the End User on the repair and reach an agreement with the End User on the scope of work and the applicable charges.

Contrary to the IMDA's claim that [NetLink Trust does not have contractual relationship], NetLink Trust has clearly established a direct contractual relationship between NetLink Trust and the End User for the fault rectification work. The Requesting Licensee is not a party to that agreement and is not responsible for NetLink Trust or the End User fulfilment of their respective obligations. In relation to this consultation, it is the End User's obligation to pay for the fault rectification work within the End User premise. The Requesting Licensee has no rights to enforce NetLink Trust's agreement with the End User and handle any dispute where to may arise.

Furthermore, including the third party NetLink Trust charges in a Requesting Licensee's bill to the End User for the services acquired by the End User will result in unnecessary confusion to the billed party. For instance, the billed party may not be the party who agreed with NetLink Trust fault rectification work. This will result in an increase activity on our customer service hotline for clarification and bill disputes.



In addition, the Requesting Licensee's billing and credit systems and the internal processes are not designed to support billing on behalf of NetLink Trust. In particular, NetLink Trust will have to obtain and deliver to the Requesting Licensee the undisputed End User's agreement to damaging NetLink Trust network/infrastructure, the End User agreement to pay for the rectification and the amount, and the clear and indisputable evidence of damage and rectification. The Requesting Licensee will have to incur significant costs to develop its billing and credit systems, establish internal processes, increase customer service hotline touch points for clarifications and disputes for the sole benefit of NetLink Trust.

Notwithstanding the above, the Requesting Licensee's service agreement with the End User on provision of broadband services does not extend to recovering any/all charges for the third party that the NetLink Trust deem necessary to recover from the End User. The Requesting Licensee would have to amend the service contracts of all its End Users.

Singtel submits that the IMDA must reinstate the existing long-standing practice where NetLink Trust bills the fault rectification cost to the End User where it determines that an End User has damaged NetLink Trust's infrastructure within its premise. There is no reasonable basis to change the existing practice which is consistent with the direct contractual relationship between NetLink Trust and the End User for the fault rectification work.

If the IMDA approves the NetLink Trust requirement to impose its billing obligations on to the Requesting Licensee, Singtel submits that NetLink Trust must bear the full costs in developing the Requesting Licensee's billing and credit systems, establishing the necessary internal processes, increasing customer service hotline touch points for clarifications etc. NetLink Trust must also be responsible for all disputes and bad debt and the Requesting Licensee must be adequately compensated for such bill on behalf arrangement.

NetLink Trust should not impose a one-time charge for the removal of unnecessary personal data from NetLink Trust's records

Singtel agrees with NetLink Trust proposal to include the personal data protection provisions in the ICO.

However, NetLink Trust as a Data Intermediary, has the obligation and responsibility to make available reasonable security arrangements on its platform, to retain the data based on the stipulated timeline as agreed with the Requesting licensee and alert the Requesting Licensee (i.e., Data Controller) within 24 hours if there is any confirmed breach. NetLink Trust does not have the right to amend the data or deem the data as unnecessary or unacceptable as any amendment to the data may affect the End User's order.



In this regard, Singtel disagrees with NetLink Trust's proposal to charge the Requesting Licensee for NetLink Trust effort to amend the data or remove data that NetLink Trust deems unnecessary. NetLink Trust should allow the Requesting Licensee to make any necessary amendment to the customer information on NetLink Trust's platform. NetLink Trust as Data Intermediary should work with the Requesting Licensee to investigate the matter. If the data is subsequently found to be inaccurate the Requesting Licensee must have the ability and right to amend the information on the platform at no charge to the Requesting Licensee. Failing which, NetLink Trust must assist the Requesting Licensee to amend the customer's information at no charge to the Requesting Licensee.

As a general comment on the current situation, Singtel submits that where NetLink Trust is aware that there is an issue of unnecessary personal data or data inaccuracy residing in its platform, the NetLink Trust must work with the Requesting Licensee immediately to update and ensure its data accuracy on its platform. NetLink Trust must not delay resolving a known issue till a review of the ICO or where the additional charges (if applicable) are approved by the IMDA before fulfilling its obligations under the [PDPA]. As such, not subject to the conclusion of this consultation, the IMDA should immediately require NetLink Trust to review its data and processes to ensure data accuracy.

NetLink Trust should include patching or installation works for the "5th Slots"

Singtel agrees with NetLink Trust's proposal to include the "5th slot" for Residential End-User Connections under the ICO as Seasonal Slots instead of offer through NetLink Trust's Tariff.

However, we note that Seasonal Slots includes *"either patching or installation slots for Residential End-User Connections in excess of the Maximum Quota, that is temporary in nature and applicable only during seasonal increase in demand e.g., quarterly major fairs or major events"*

In this regard, instead of installation work only, patching or installation work for the Residential End-User Connections must be allowed for the "5th slot".

NetLink Trust should not include a timeframe of 30 Business Days after order completion for the Requesting Licensee to request for the optical power readings

Singtel does not agree with NetLink Trust including a time limit of 30 Business Days after order completion for the Requesting Licensee to request for the optical power readings. Singtel notes that NetLink Trust justify imposing such time restriction based on its need to ensure *"the information received by the Requesting Licensee is current and up-to-date"*. On the contrary, Singtel submits that fibre cable would not degrade so drastically and have significant change to its the optical power reading simply with the passing of 30 Business Days. NetLink Trust's



stated concerns that optical power readings should be current and up to date has no basis in fact and does not reflect the nature of passive fibre.

Singtel proposes that, to simplify processes between NetLink Trust and the Requesting Licensee, NetLink Trust should automatically provide the optical power reading upon completion of each order as well as after NetLink Trust rectify the fault to a new order.

The Requesting Licensee should not be responsible for the charges for non-standard installation materials or deployment techniques arising from NetLink Trust deployment into a building

Singtel submits NetLink Trust must bear its own cost for use of non-standard installation materials or deployment techniques to deploy its network, including accessing a building, its MDF room and riser distribution systems and even during restoration of faults/cable cuts during outages. Such non-standard installation materials or deployment techniques benefit all End Users within the building and the building developer/owner. NetLink Trust should not pass the cost burden to a Requesting Licensee or an End User who first requested or benefited from the infrastructure. This would be unfair and unreasonable. A Requesting Licensee or an End User who first requested would effectively subsidise subsequent Requesting Licensees or End Users who will derive a benefit.

Only where the non-standard installation materials or deployment techniques is implemented within the End User premise at the request of the End User, NetLink Trust must reach an agreement directly with the End User on the scope and cost of work prior to proceeding with the non-standard installation materials or deployment techniques. As stated in our comments above, the Requesting Licensee is neither involved nor a party to that agreement between NetLink Trust and the End User. In this regard, NetLink Trust should resolve the requirement for non-standard installation materials or deployment techniques and the billing for such work directly with the End User.

The Site Preparation and Installation Charge in Schedule 12B is only applicable to new Co-Location Request

Singtel notes that NetLink Trust did not offer any SLA for the service provided in Schedule 12B of the ICO. In addition to proposing a new Site Preparation and Installation charge, the IMDA should further require NetLink Trust to provide clarity on the scope, performance, SLA and compensation for the services provided in Schedule 12B of the ICO.

Singtel submits that NetLink Trust may only recover Site Preparation and Installation charge from the Requesting Licensee when the Requesting Licensee submits a new Co-Location request for Co-Location Space pursuant to Annex 12C of Schedule 12 and Annex 12C-1 of Schedule 12C. For the avoidance of doubt, NetLink Trust should not recover a Site Preparation



and Installation Charge arising from its own maintenance work or reconfiguration of cooling system.

NetLink Trust to impose the Fault Investigation Charge only if it can clearly demonstrate it is the Requesting Licensee's fault

Singtel submits that the Requesting Licensee should not bear the NetLink Trust Fault Investigation charge for a fault that is not clearly and demonstrably attributed to the Requesting Licensee. NetLink Trust must provide evidence to demonstrate that the fault is clearly attributable to the Requesting Licensee prior to recovering the Fault Investigation charge. Further, where NetLink Trust is unable to prove that the fault is clearly attributable to the Requesting Licensee, NetLink Trust should compensate the Requesting Licensee.

In addition, the Requesting Licensee is already paying NetLink Trust a Co-Location escort fee for access into the Co-Location Space. Given that the Requesting Licensee will have informed NetLink Trust the intent of the access is to investigate and resolve fault within the NetLink Trust CO, NetLink Trust should arrange necessary personnel to provide both the escort and investigate the fault. As such, the NetLink Trust staff cost is already fully covered by the Requesting Licensee for the full duration of investigating and resolving a Co-Location issue or fault. NetLink Trust must not seek to recover a further Fault Investigation charge. Any inefficiency caused by NetLink Trust to assign more staff than necessary should be fully borne by NetLink Trust.

Furthermore, in a situation where the Requesting Licensee reported a fault and is not satisfied with the NetLink Trust fault resolution result, the Requesting Licensee may request for joint investigation to resolve the fault. The Requesting Licensee is already responsible for a Joint Investigation Charge under such situation. NetLink Trust should not seek to recover a further Fault Investigation charge.

NetLink Trust should not offer Schedule 22 and 23 under the ICO

Singtel submits that both Schedule 22 CO diversity and Schedule 23 Point to Point Connection are not standard service to be acquired by End User. In particular, Schedule 23 appears to be more relevant to facilitate FBO network deployment. In this regard, NetLink Trust should not offer these schedules under the ICO.

NetLink Trust should not impose additional administrative charge in Schedule 19

Singtel notes that in addition to the existing Cancellation Charge, NetLink Trust has proposed a new administrative charge for the withdrawal of any request before the installation of Underground Equipment.



Singtel submits that having multiple charges for the cancellation of service at different stage of provisioning is confusing to the Requesting Licensee. The Cancellation Charge should include all cancellation of requests regardless the cancellation request is made prior to the request for Connection Duct or the installation of Underground Equipment. The IMDA can determine the quantum of the Cancellation Charges depending on when the cancellation request is made.

Conclusion

5. Singtel submits that it is an appropriate juncture for the IMDA to review the ICO.
6. Singtel has proposed the following necessary refinements and comments:
 - (i) NetLink Trust should continue with the existing long-standing practice to bill the fault rectification cost to the End User. There is no reasonable basis to change the existing practice which is consistent with the direct contractual relationship between NetLink Trust and the End User for the fault rectification work. The Requesting Licensee's billing and credit systems and the internal processes are not designed to support billing on behalf of NetLink Trust. The Requesting Licensee will have to incur significant costs to develop its billing and credit systems, establish internal processes, increase customers service hotline touch points for clarifications and disputes for the sole benefit of NetLink Trust.

If the IMDA approves the NetLink Trust requirement to impose its billing obligations on to the Requesting Licensee, Singtel submits that NetLink Trust must bear the full costs in developing the Requesting Licensee's billing and credit systems, establishing the necessary internal processes, increasing customer service hotline touch points for clarifications etc. NetLink Trust must also be responsible for all disputes and bad debt and the Requesting Licensee must be adequately compensated for such bill on behalf arrangement.
 - (ii) NetLink Trust does not have the right to amend the data. The Requesting Licensee must have the ability and right to amend the information on the platform at no charge to the Requesting Licensee and/or NetLink Trust must assist the Requesting Licensee to amend the customer's information at no charge to the Requesting Licensee.
 - (iii) The "5th slot" should be allowed for patching or installation works for the Residential End-User Connections.

- (iv) NetLink Trust to automatically provide power reading upon completion of the order as well as after NetLink Trust rectify the fault to a new order or when requested by the Requesting Licensees.
- (v) The Requesting Licensee should not be responsible for the charges for non-standard installation materials or deployment techniques arising from NetLink Trust deployment into a building.
- (vi) The Site Preparation and Installation Charge in Schedules 12B is only applicable to new Co-Location Request. NetLink Trust should not recover a Site Preparation and Installation Charge arising from its own maintenance work or reconfiguration of cooling system.
- (vii) NetLink Trust to impose the Fault Investigation Charge only if it can clearly demonstrate it is the Requesting Licensee's fault. Where NetLink Trust is unable to prove that the fault is clearly attributable to the Requesting Licensee, NetLink Trust should compensate the Requesting Licensee.
- (viii) NetLink Trust should not offer Schedule 22 and 23 under the ICO as the schedules are not standard service to be acquired by End User.
- (ix) NetLink Trust should not impose administrative charge as multiple charges for the cancellation of service at different stages of provisioning is confusing to the Requesting Licensee.



Annex 2 Other ICO Matters

Schedule	Items/Paragraph	Comments
Main Body	<p>1.6 c, 1.8 d In relation to ICO main body changes on banker's guarantee/security deposit;</p> <p>(c) a banker's guarantee in the form set out in Attachment C, or a security deposit (at the Requesting Licensee's option),</p> <p>(i) if the Requesting Licensee is a FBO acquiring Interconnection Related Services under Schedule 19 and/or 20 only, and the paid-up capital of the Requesting Licensee is less than S\$1 million, the amount of the Security Requirement shall be S\$20,000;</p> <p>(ii) if the Requesting Licensee is acquiring Mandated Services (either with or without Interconnection Related Services under Schedule 19, 20 and/or 21), the amount of the Security Requirement shall be either</p>	<p>Singtel submits that this should only be applicable to new Requesting Licensees acquiring the ICO agreement or the Requesting Licensees who have demonstrated risk of defaults or have exhibited payment defaults.</p>



	<p>S\$200,000 or S\$50,000, as prescribed under clause 18.3 of Part 2 of this ICO; and/or</p> <p>(iii) if the Requesting Licensee is acquiring Interconnection Related Services under Schedule 21 (either with or without Mandated Services or Interconnection Related Services under Schedules 19 and/or 20), the amount of the Security Requirement shall be S\$75,000;</p>	
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12	<p>General Installation of Co-Location Equipment in Co-Location Room</p>	<p>The Requesting Licensee may, from time to time, need to replace its Co-Location Equipment at the Co-Location Room and require NetLink Trust's support to provide a new Transmission Tie Cable to minimise service disruption during the replacement.</p> <p>Such service should not be considered as a non-standard installation or deployment. The NetLink Trust should standardize such service in its ICO.</p>
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21	General	<p>For avoidance of doubt, the co-owner agreement is not under the NetLink Trust's ICO Schedule 21. The co-owner and NetLink Trust should negotiate the commercial agreement between both parties. Similar to the conditions with respect to the Long-term Licence, access to Telecom Manholes under the co-owner agreement is not subject to NetLink Trust's ICO Schedule 21 but negotiated and agreed between the parties pursuant to the co-owner agreement.</p> <p>NetLink Trust should provide more clarity on the operation and maintenance work scope and charges.</p>
	<p>I(c) access to Telecom Manholes alone in circumstances where Requesting Licensee requires access to NetLink Trust's Common Service Ducts or a Third Party CSD</p>	<p>Singtel notes the access to the Telecom Manholes for long- and short-term leases are already included in the licence for long and short-term leases respectively (refer to clause 1a and 1b).</p> <p>Similarly, co-owner's access to the Telecom Manholes should be subjected to the co-owner agreement between NetLink Trust and the co-owner. As such, there should not be any further requirements for specific licences to access to the Telecom Manhole "alone".</p> <p>Furthermore, Schedule 21 is not applicable to accessing a Telecom Manhole residing in a 3rd party CSD.</p>

1.4

Requesting Licensee who has already been granted a Licence under clause 1(a) (for the purpose of this clause 1.4, an “Existing Long-term Licence”) or who owns Third Party CSD may be granted, on an exceptional case-by-case basis, a further Licence under clause 1(b), provided that the following criteria are fulfilled:

- (a) Requesting Licensee submits documentary evidence to NetLink Trust demonstrating that there is insufficient duct space within the Common Service Ducts under the Existing Long-term Licence, or that there is insufficient duct space within the Third Party CSD owned by the Requesting Licensee, to meet the Requesting Licensee’s needs;
- (b) NetLink Trust is satisfied with the documentary evidence provided by the Requesting Licensee for the aforesaid purpose; and
- (c) NetLink Trust determines that there is sufficient space in the Set-aside Ducts based on NetLink Trust’s assessment as described under clause 5.4 and the Guidelines for Assessment of Common Service Duct space set out in Annex 21-5.

Singtel does not agree as such restriction is not in accordance with the IMDA Common Service Duct (CSD) Framework. NetLink Trust cannot restrict PTL/FBO their legitimate rights from acquiring a Long-term Licence in accordance with the framework.



	<p>For the avoidance of doubt, NetLink Trust may utilise the Set-aside Ducts to serve its future needs, provided that it has obtained the Authority's prior approval for such use.</p>	
	<p>1.7</p> <p>In the event that the Requesting Licensee cancels the Request for Long-term Licence at any time prior to the Completion Date of the Common Service Ducts or Common Service Duct Network, or decides to reduce its duct requirements after the design of the Common Service Duct Network in the Development is finalised, the Requesting Licensee will be required to indemnify NetLink Trust for all reasonable costs incurred by NetLink Trust in respect of all works related to the construction and installation of the Common Service Ducts that the Requesting Licensee no longer wishes to lease, as of the date on which such decision is communicated to NetLink Trust in writing. The</p> <p>Requesting Licensee shall remain liable for all Charges which apply in relation to the original Licence for the use of Common Service Ducts and access to relevant Telecom</p>	<p>Singtel does not agree as the CSD owner has dimensioned and included the requirements for long-term lease in its planning and construction for the CSD. FBOs cannot cancel the request after they have committed.</p>



	<p>Manholes on Long-term Basis, for the entire duration of the said Licence</p>	
<p>3.2</p> <p>NetLink Trust may have regard to the following matters, in no particular order, when assessing the availability of Common Service Duct space and access to Telecom Manhole(s) in respect of a Request for Short-term Licence or Request for Telecom Manhole Access Licence:</p> <p>(f) Whether NetLink Trust has an immediate need to access the Telecom Manholes;</p>		<p>Singtel does not agree. NetLink Trust shall not reject a request to access the Telecom Manhole if there is an immediate need to access the Telecom Manhole. Physical access to the Telecom Manhole can be scheduled based on a first come first served basis.</p>
<p>5.5,5.6, 6.1b, 6.5b, 6.6</p> <p>In the event NetLink Trust informs the Requesting Licensee that shared use of the requested Common Service Duct or access to the requested Telecom Manhole is not available, NetLink Trust must provide the reason for rejection, in accordance to the Guidelines for Assessment of Common Service Duct Space set out in Annex 21-5. Within five (5) Business Days from NetLink Trust's</p>		<p>Singtel does not agree as there's no necessity to have a Joint Site Verification to determine the availability of Telecom Manhole Access.</p>



	<p>rejection notice, the Requesting Licensee may request for a Joint Site Verification, in accordance with clause 6.1 below (“Request for Joint Site Verification”), to verify the physical unavailability of Common Service Duct space and/or access to Telecom Manhole that was the basis of the rejection of the Request for Short-term Licence or Request for Telecom Manhole Access Licence.</p>	
6.3	<p>For the avoidance of doubt, the Requesting Licensee shall liaise with the building managers and/or owners in procuring the necessary approvals (including approval to access to their development and/or premises), in order to facilitate any pipe testing work by NetLink Trust during the Joint Site Verification.</p>	<p>For a short-term lease, NetLink Trust, being the designated CSD owner, must liaise with the building managers and/or owners to obtain and maintain all necessary approval for the installation of ducts into their development and/or premise, including pipe testing work to be conducted by NetLink Trust. The Requesting Licensees who acquired a short-term lease shall be responsible to obtain and maintain the necessary approval for its cables.</p> <p>However, where the Requesting Licensee acquires an IRU pursuant to long-term lease, it is reasonable to require the Requesting Licensee to obtain and maintain all necessary approval for the <u>access to the duct infrastructure leased from NetLink Trust</u>. Notwithstanding, NetLink Trust must remain responsible to obtain and maintain the necessary approval for works carried out by NetLink Trust, including and not limited to construction of CSD, pipe testing, and repair and maintenance works.</p>

		<p>For the avoidance of doubt, NetLink Trust must also be responsible to obtain and maintain the necessary approval for its cables.</p>
<p>7.1</p> <p>NetLink Trust will communicate to the Requesting Licensee its final approval of:</p> <p>(a) a Request for Short-term Licence or Request for Telecom Manhole Access Licence in writing within five (5) Business Days from the pipe testing conducted under clause 6.5(a), provided that the pipe testing result under clause 6.6 shows that there is no blockage in the designated Common Service Duct; or</p> <p>9.1</p> <p>The Requesting Licensee will submit to NetLink Trust its Request for Telecom Manhole Access Licence to physically access NetLink Trust's Telecom Manhole for the installation of the Underground Equipment through the allocated Common Service Duct and/or Telecom Manhole in accordance with clause 4.8. In any case, the installation of the Underground Equipment must be completed within</p>	<p>Singtel submits that pipe testing is not required for Telecom Manhole Access in this scenario.</p>	<p>NetLink Trust is confused between Telecom Manhole Access Licence and physical access approval.</p> <p>The Requesting Licensees will only need to submit and acquire approval to physically access NetLink Trust's Manhole for installation and maintenance of Underground Equipment in accordance with clause 4.8.</p> <p>The Requesting Licensees do not need to request Telecom Manhole Access Licence for physical access each time.</p>



	<p>thirty (30) Business Days from the completion date of connecting its duct to the Connection Duct(s) under clause 8.10.</p>	
	<p>9.3</p> <p>The Requesting Licensee is strictly prohibited from installing any new trenches, new ducts and/or sub-duct in any Common Service Duct or Telecom Manhole</p>	<p>Singtel does not agree. Where designated by the IMDA, Singtel may be a CSD owner and will install other CSDs, including Telecom Manholes forming part of the other CSDs.</p> <p>Furthermore, PTL and FBO licensees must be allowed to install any new trenches, new ducts and/or sub-duct in any other CSD or Telecom Manhole permitted pursuant to its licence.</p> <p>The Requesting Licensee may only install new trenches, new ducts and/or sub-duct in any CSD or Telecom Manhole along the route of the CSD, subject to IMDA's specific approval.</p>
	<p>9.5</p> <p>Notwithstanding any withdrawal of a request under clause 9.4, NetLink Trust may impose, and the Requesting Licensee must pay:</p> <p>(c) NetLink Trust's costs for remediating Common Service Ducts and/or Telecom Manholes to their original state before any work undertaken in relation to the request under clause 9.4.</p>	<p>9.5c is not applicable as the Requesting Licensee has withdrawn the request before the installation of Underground Equipment.</p>



11.18

If it is necessary to carry out any planned service interruption, including but not limited to planned repair, or replacement or upgrade to any equipment or facility forming part of the Common Service Duct Network, NetLink Trust shall provide the Requesting Licensee with at least four (4) weeks' notice in advance of such interruptions, repairs, or upgrades, and shall inform Requesting Licensees of the period of service interruption. In the event that it is necessary for the planned service interruption to be postponed, NetLink Trust shall provide the Requesting Licensee with no less than one (1) weeks' notice prior to the original scheduled commencement date of the service interruption. Where, for reasons beyond its control, NetLink Trust is unable to give advance notice to the Requesting Licensee as required by this clause 11.18 e.g. where the service interruption or postponement thereof is necessitated by site works carried out by Third Parties and such Third Parties do not give NetLink Trust sufficient advance notice, NetLink Trust shall notify Requesting Licensee of the service interruption, or postponement thereof (as the case may be), as soon as practicable and shall inform the Requesting Licensee of the period of service interruption in accordance with the requirements for an urgent service interruption as set out in clause 11.19. NetLink Trust shall

NetLink Trust should clearly define the factors to be considered when managing the maintenance period in order to reduce disruption to end users. For e.g., When the Requesting Licensees or its customers reasonably expressed its disagreement on the planned maintenance notification timeline.

For better planning and management of service disruption, Singtel proposes to change the notification of planned service interruption to six (6) weeks, and postponement notice to be two (2) weeks in advance.



	<p>use its best endeavours to minimise any service disruption to the Requesting Licensee.</p>	
<p>13.3</p> <p>After scheduling access to Common Service Ducts or Telecom Manholes for the Requesting Licensee, if: NetLink Trust subsequently requires access; or NetLink Trust receives a request from another FBO for access, (each an “Alternative Access Request”) during any time at which the Requesting Licensee has been granted access (each a “Cross-over Period”), NetLink Trust will notify the Requesting Licensee and request details about the Requesting Licensee’s reasons for access.</p>		<p>Singtel notes that the access to the Telecom Manholes shall be granted on a first come first served basis in accordance with clause 4.9.</p> <p>NetLink Trust shall not grant an alternative access request where access has already been granted during the same period unless there is an emergency or imminent risk of personnel injury or damage to property.</p>
<p>16.1</p> <p>In the event that NetLink Trust or Requesting Licensee is required to divert plant installed in Common Service Ducts as a result of a request for the same from the relevant Authority, the Requesting Licensee and NetLink Trust shall comply with the plant diversion procedures set out in Annex 21-7. For the avoidance of doubt, the Party that is required to divert plant installed in the Common Service Ducts shall bear the costs of the diversion.</p>		<p>Editorial</p> <p>"Party" should be replaced by "Plant Diversion Requestor" to be aligned with Annex 21-7.</p>

	<p>17.2</p> <p>The Requesting Licensee's Licence under clauses 1(b) and 1(c) (subject to all restrictions in this ICO Agreement) commences on the date specified by NetLink Trust in the notification issued under clause 8.6. The Licence is valid for two (2) years at the first instance, and shall subsequently be automatically renewed for successive two-year terms until the earlier of:</p> <p>(a) the termination or expiry of this ICO Agreement; or</p> <p>(b) a Party terminating usage or access in accordance with any right under this Schedule 21.</p>	<p>Similar to the comment above, with regard to the terms and conditions for a co-owner, access to Telecom Manholes should reside within the co-owner agreement. Singtel notes that in clause 1a, a licence for leasing the CSD on long-term basis includes the rights to access the Telecom Manholes on the same long-term basis. Similarly, co-owner rights to access the Telecom Manholes should be on the basis of the entire duration of ownership.</p>
	<p>21.2</p> <p>In the event that any FBO is unable to obtain a Licence due to a lack of duct space from Third Party CSD and NetLink Trust's Common Service Ducts, and the Requesting Licensee wishes to sub-licence the unused duct space that the Requesting Licensee leased from NetLink Trust (on Short-term and/or Long-term Basis) to the aforementioned FBO, the Requesting Licensee may commence good faith negotiations for a Customised Agreement with NetLink Trust in accordance with the relevant code of practice of the Authority for the said purpose.</p>	<p>Singtel does not agree. In accordance with the IMDA's Common Service Duct (CSD) framework, item 5, Lease Offer, the Requesting Licensee may only sub-lease the unused duct or duct space to other FBOs where the other FBO has demonstrated that leasing of a fibre connection is not suitable or possible and has obtained the IMDA's prior approval.</p> <p>The Requesting Licensees should provide evidence to demonstrate the same when informing NetLink Trust their intention to negotiate a sub-licensing agreement with other FBOs.</p> <p>Where NetLink Trust seeks to impose any further conditions on sub-licensing, it should clearly state them in this ICO schedule. There should</p>

	<p>23.</p> <p>NetLink Trust may reject an Emergency Access request, or revoke an approval for Emergency Access where:</p> <ul style="list-style-type: none"> (a) the request is for physical access to Telecom Manholes to which access has not been approved under a Schedule to this ICO Agreement; (b) the persons listed on the request do not appear on the Master List or NetLink Trust or a relevant Authority has barred one or more such person from physical access; (c) any person listed on the request is not Singaporean, Singapore Permanent Resident or a holder of a valid foreign worker's work permit; (d) the SIC/SOC Certificate of any person listed on the request has expired; (e) NetLink Trust determines that the physical access or work to be performed by the Requesting Licensee may breach paragraph 34 of this Annex 21-3; (f) NetLink Trust determines that the area is unsafe; (g) the Requesting Licensee is in breach of this ICO Agreement, and such breach continues and remains unremedied at the time of the request; or 	<p>not be a requirement to enter into a Customised Agreement with NetLink Trust.</p> <p>Singtel does not agree to clause 23 a, b and g. NetLink Trust must not reject an Emergency Access request unless there is an emergency or imminent risk of personnel injury or damage to property.</p>
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	<p>(h) The Requesting Licensee is in breach of the Workplace Safety and Health Act.</p>	<p>Singtel will use red colour strips which are different from existing cables installed in the Telecom Manholes for the entire strip of Cable installed.</p> <p>This clause should be a preference or advisory instead of a condition that must be complied. On the other hand, it is reasonable that NetLink Trust requires all Requesting Licensee to clearly mark their cables in the Telecom Manholes in accordance with Annex 21-2, clause 3.</p>
	<p>ANNEX 21-4:</p> <p>17. The Requesting Licensee must use a different colour Cable from existing cable installed in the Telecom Manholes for the entire strip of Cable installed.</p>	<p>For better planning and diversion management, Singtel proposes thirty (30) Business days to review the Draft Duct Diversion Plan and propose necessary amendments.</p>
	<p>ANNEX 21-7:</p> <p>2 (b) For Duct Diversion Works, the Duct Diversion Coordinator shall liaise and consult with the other Party and all affected Duct Customers of the Parties (“Cable Owners”) to develop a draft duct diversion plan (“Draft Duct Diversion Plan”) within twenty (20) Business Days from the receipt of the Plant Diversion Request and circulate the Draft Duct Diversion Plan to the other Party and Cable Owners for their review. The Duct Diversion Coordinator must develop the Draft Duct Diversion Plan based on the following principles:</p>	



	<p>(i) the new Common Service Duct route shall follow the route that is assigned by the Plant Diversion Requestor; and</p> <p>(ii) in the event that the Plant Diversion Requestor does not assign any route for the Plant Diversion, the shortest Common Service Duct route practicable shall be used.</p>	
<p>ANNEX 21-7:</p>	<p>2 (c) The Duct Diversion Coordinator shall allow five (5) Business Days from the distribution of the Draft Duct Diversion Plan for the other Party and all Cable Owners to provide proposed amendments, if any, to the Duct Diversion Coordinator.</p>	<p>For better planning and diversion management, Singtel proposes ten (10) Business Days from the distribution of the Draft Duct Diversion Plan for the other Party and all Cable Owners to provide proposed amendments.</p>
<p>ANNEX 21-7:</p>	<p>2(d) Within five (5) Business Days from the receipt of the proposed amendments under section 2(c) of Annex 21-7, the Duct Diversion Coordinator shall update the Draft Duct Diversion Plan to incorporate the proposed amendments as far as practicable and reasonable and circulate an updated plan (the “Final Duct Diversion Plan”) to the other Party and all Cable Owners for their endorsement.</p>	<p>For better planning and diversion management, Singtel proposes ten (10) Business Days to incorporate the proposed amendments and circulate an updated plan to the other Party and all Cable Owners for their endorsement.</p>