

<b>Case Reference</b>	REG/INTC/004
<b>Title</b>	Dispute over Point of Interconnection (“ <b>POI</b> ”) Co-Location Agreement at StarHub’s Exchanges
<b>Case Opened</b>	27 October 2003
<b>Case Closed</b>	30 April 2004
<b>Complainant</b>	Singapore Telecommunications Limited (“ <b>SingTel</b> ”)
<b>Respondent</b>	StarHub Pte Ltd (“ <b>StarHub</b> ”)
<b>Case Summary</b>	<p>StarHub has co-located its equipment at SingTel’s Exchange A and Exchange B for the purpose of interconnecting to SingTel’s network. The terms and conditions of the co-location are governed by the SingTel’s Reference Interconnection Offer (“<b>RIO</b>”) Agreement.</p> <p>SingTel has co-located its equipment at StarHub’s Exchange C and Exchange D for the purpose of interconnecting to StarHub’s network. The terms and conditions of the co-location are governed by the POI Co-location Agreement (“<b>Agreement</b>”).</p> <p>In accordance with the SingTel’s RIO Agreement, StarHub must provide co-location space on the same terms and conditions specified in SingTel’s RIO and in accordance with the pricing principles set out in Appendix One of the Telecom Competition Code (the “<b>Reciprocal Obligation</b>”)</p> <p>SingTel and StarHub were unable to agree on four issues:</p> <ol style="list-style-type: none"> <li>a) The extent of StarHub Reciprocal Obligation to offer co-location space to SingTel;</li> <li>b) Treatment of additional/new charges that StarHub intends to impose on SingTel;</li> <li>c) Procedure for physical access to StarHub’s Exchange; and</li> <li>d) Definition of “SingTel RIO Agreement” in the Agreement.</li> </ol>
<b>IDA’s Determination</b>	<p>IDA’s decisions on the issues, after careful consideration of the parties’ representation and clarifications, are as follows:</p> <ol style="list-style-type: none"> <li>a) StarHub’s Reciprocal Obligation to SingTel is absolute. Thus any IDA approved amendments to SingTel’s RIO must be included in the Agreement;</li> <li>b) StarHub, as a non-dominant licensee, may impose additional/new charges subject to the pricing principles set out in Appendix One of the Telecom Competition Code. The parties should negotiate in good faith and engage their best endeavours to reach agreement on this issue;</li> <li>c) StarHub has to ensure that SingTel is able to gain access into the Exchange within the timeframe specified in Attachment C to Schedule 8 of SingTel’s RIO; and</li> <li>d) Definition of “SingTel RIO Agreement” in the Agreement must be amended such that it is consistent with the definition stated in Schedule 12 of SingTel’s RIO.</li> </ol>