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AT&T

1120 20th Street, N.W.
Washington, DC 20036

EX PARTE OR LATE FILED

June 15, 1998

Ms. Magalie Roman Salas
Secretary
Federal Communications Commission
1919 M. St., NW, Room 222
Washington, D.C. 20554

RECEIVED

JUN 15 1998

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

RE: Ex Parte Presentation – Proxy Cost Models
CC Docket No. 96-45

Dear Ms. Salas:

The attached protective agreement is being provided to Chuck Keller of the Common Carrier Bureau staff. It details the requirements agreed to by Sprint and Nevada Bell in order to view HAI Model input data that are proprietary or confidential to PNR or its data vendors in the context of a Nevada UNE cost proceeding.

This agreement, or similar ones relevant to other state proceedings, have been executed by Sprint, Nevada Bell (SBC), U S West, Bell Atlantic, GTE, StopWatch Maps, INDETEC, NERA and the Minnesota Department of Public Service. Representatives of these organizations have, pursuant to these agreements, visited PNR's premises in Jenkintown, PA on April 15, 16 and 17 and/or May 13, 14 and 15 of this year and inspected the data that they requested. To our knowledge, none of these parties has requested from AT&T and MCI wider disclosure of these data pursuant to Section 6 of the attached agreement.

Two copies of this Notice are being submitted to the Secretary of the FCC in accordance with Section 1.1206(a)(2) of the Commission's rules.

Sincerely,

Richard N. Clarke /

Richard N. Clarke

Attachment

cc: Chuck Keller
Sheryl Todd

No. of Copies rec'd 0+2
List A B C D E

BEFORE THE PUBLIC SERVICE COMMISSION OF NEVADA

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JUN 15 1998

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In re a Petition by the Regulatory Operations Staff to Open an Investigation into the Procedures and Methodologies that Should Be Used to Develop Costs for Bundled or Unbundled Telephone Services or Service Elements in the State of Nevada.	)	Docket No. 96-9035
In Re an investigation into the impact of the Telecommunications Act of 1996 on universal service in Nevada.	)	Docket No. 97-5018

PROTECTIVE AGREEMENT

WHEREAS, Central Telephone Company - Nevada d/b/a Sprint of Nevada ("Sprint") and Nevada Bell ("Bell") have requested AT&T Communications of Nevada, Inc. ("AT&T") to provide Sprint and Bell with access to PNR data information as part of its investigation related to the cost of unbundled service elements and resold services in Nevada; and,

WHEREAS, the information Sprint and Bell seek is the commercial property of PNR or of PNR's data suppliers and is subject to licensing requirements which include non-disclosure provisions; and,

WHEREAS, this Protective Agreement has been executed to expedite Sprint's and Bell's review of the information in question in the above-referenced proceedings and to establish the parameters for use and treatment of such information; and,

WHEREAS, Sprint and Bell have agreed to execute this Protective Agreement to facilitate access to the information described above.

NOW, THEREFORE, the parties hereby agree as follows:

1. AT&T shall provide Sprint and Bell with the opportunity to review and utilize in these proceedings PNR data, in accordance with paragraph 51 of the Commission's March 5, 1998, *Opinion and Order* in Docket No. 96-9035. For purposes of this Agreement, said confidential, proprietary or privileged information shall include PNR geocode data associated with clusters formed for use in the HAI Model.

2. All documents and information furnished subject to the terms of this Protective Agreement shall be clearly identified as "Confidential," "Proprietary," "Licensed," or "Restricted" by PNR, et al., and shall hereinafter be referred to as "Protected Materials". All Protected Materials shall be accepted, maintained and utilized in strict conformance with the provisions of this Protective Agreement.

3. Sprint and Bell shall not be deemed, by reason of this Protective Agreement, to have waived the opportunity to argue before the Commission or any other appropriate body that any Protected Materials are not confidential, proprietary or privileged in nature. However, it is specifically agreed that, unless otherwise agreed by the parties or ordered by the Commission, all documents and other Protected Materials pursuant to the terms of this Agreement shall only be used in accordance with the terms of this Agreement.

4. Sprint and Bell, either jointly or separately, shall use the Protected Materials only in the above-referenced proceedings for the purpose of reviewing the data and analyzing its reliability for use in the HAI Model. Neither Sprint nor Bell shall use the Protected Materials for any commercial purposes, or in any cost models other than the HAI Model. Neither Sprint nor Bell shall disclose Protected Materials only to its counsel of record and technical experts

and consultants in the above-referenced proceedings at the premises of PNR. Each such counsel, expert or consultant shall review and abide by the terms of this Agreement and shall execute the attached Acknowledgment before review of the Protected Materials. Neither Sprint nor Bell shall remove such Protected Materials from the premises of PNR without PNR's permission, and shall comply with the terms PNR places upon such removal of data. At the conclusion of these proceedings, Sprint and Bell shall return Protected Materials (and any copies thereof) to AT&T, or either Sprint or Bell, if either retains the Protected Materials, shall destroy such materials and notify AT&T's counsel in writing that it has destroyed such materials.

5. In the event Sprint or Bell intends to disclose Protected Materials to any person to whom disclosure is not authorized by this Agreement or wishes to include, use or disclose the substance of Protected Materials in testimony or exhibits, examination or cross-examination on the public record of this proceeding, or wishes to object to the designation of certain information or materials as Protected Materials, Sprint or Bell, whichever seeks disclosure, will notify counsel for AT&T, in writing four (4) working days prior to making any disclosure or objection, and identify with particularity the Protected Materials it wishes to use or disclose.

6. If AT&T objects to such proposed reclassification or disclosure, AT&T shall notify Sprint or Bell, in writing, of its position and the reasons therefore within the four (4) working days subsequent to receipt of the notice described in Paragraph 6, above. Thereafter, AT&T may request a determination from the Commission regarding the manner in which the Commission should allow Sprint or Bell to use such Protected Materials.

7. No one shall construe anything in this Agreement to prevent Sprint or Bell from attempting to obtain, through lawful discovery in any other judicial or administrative action, any, or all of the Protected Materials subject to this Agreement.

8. AT&T, Sprint, and Bell agree that they will undertake further good-faith negotiations concerning the disclosure of Protected Materials if any party finds that the terms of this agreement impede the balance between the need to protect the commercial interest in the Protected Materials and the requirements of the Nevada Public Utilities Commission. After undertaking such negotiations, and failing to reach a mutually satisfactory resolution, AT&T, Sprint, and Bell agree to seek the assistance of the Nevada Public Utilities Commission's staff in resolving the dispute. In the case that there is no mutually agreeable resolution after negotiations and conferring with the staff, any party make take the issue to the Nevada Public Utilities Commission for resolution.

9. This Protective Agreement embodies the full agreement by and between AT&T, Sprint, and Bell.

CENTRAL TELEPHONE COMPANY – NEVADA
D/B/A SPRINT OF NEVADA

Dated: _____ By:

_____

Ann C. Pongracz, Esq.

AT&T COMMUNICATIONS OF NEVADA, INC.

Dated: _____ By:

_____

Michael Hurst, Esq.

Nevada Bell

Dated: _____ By:

_____