

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
		<p>1.3.2 This Agreement and any applicable Tariffs of either Party shall be construed whenever possible to avoid any conflict between them. The fact that a condition, term, right or obligation appears in the Agreement and not in a Tariff, or in a Tariff but not in the Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section [1.3].</p> <p>1.3.3 Any change or modification to any Tariff (including any Tariff filed after the Effective Date hereof) filed by either Party that materially and adversely impacts the provision or receipt of services hereunder or which materially and adversely alters the terms hereof shall only be effective against the other Party to the extent permitted by: (i) that Party's written consent; or (ii) an affirmative order of the Commission. Each Party shall file any required Tariff revisions, modifications or amendments in order to comply with Applicable Law and to continue performance of this Agreement in a lawful manner.</p>			
IV-86	Should the Interconnection Agreement contain a provision stating that (1) except as otherwise provided, the purchasing Party is authorized to use the services provided to it under the Interconnection Agreement in connection with other technically compatible services provided by the providing Party under the Interconnection Agreement, or with	<p>Part A, Section 1.4</p> <p>1.4 Except as otherwise provided in this Agreement, this Agreement does not prevent a purchasing Party from using the services provided pursuant to this Agreement in connection with other technically compatible services provided pursuant to this Agreement or with any services provided by the</p>	Resolved by including in the agreement WCOM's Part A, Section 1.4	Despite the language Verizon submitted in its proposed interconnection agreement to WorldCom in August 2000, Verizon currently is agreeable to inclusion of WorldCom's proposed Part A, § 1.4.	In the interest of narrowing issues for arbitration, Verizon is agreeable to inclusion of WorldCom's proposed Part A, § 1.4.

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	any services provided by the purchasing Party or third parties, but that (2) unless otherwise provided, interconnection services, call transport and termination services, and unbundled Network Elements shall be available under the terms and conditions (including prices) set forth in the Interconnection Agreement, and shall only be used for purposes consistent with the purchasing Party's obligations under the Act and any rules, regulations or orders thereunder?	purchasing Party or a third party; provided, however, that unless otherwise provided herein, interconnection services, call transport and termination services, and unbundled Network Elements shall be available under the terms and conditions (including prices) set forth in this Agreement and shall be used by the purchasing Party solely for purposes consistent with obligations set forth in the Act and any rules, regulations or orders thereunder.			
IV-87	Should the Interconnection Agreement contain a provision stating that no provision of the Interconnection Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties?	Part A, Section 2.1 Section 2. Amendments and Modifications 2.1 No provision of this Agreement shall be deemed waived, amended, or modified by either Party unless such a waiver, amendment, or modification is in writing, dated, and signed by both Parties.	Resolved by including in the agreement WCOM's Part A, Section 2.1		Resolved
IV-88	Should the Interconnection Agreement contain a provision: (1) making assignments or delegations of Interconnection Agreement rights or obligations to any non-affiliated entity void, without prior written notice and consent, (2) requiring written notice of an assignment or delegation to an Affiliate, and (3) further setting forth the rights and obligations of the Parties upon a valid assignment or delegation?	Part A, Section 3.1. Section 3. Assignment 3.1 Any assignment or delegation by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void (except the assignment of a right to moneys due or to become due). A Party assigning or delegating	This provision is necessary because it is important for the Parties to understand clearly the extent to which they may assign or delegate their rights or obligations under the Interconnection Agreement, and the effect of such an assignment or delegation on those rights and obligations. Assignment or delegation to an affiliate of one of the parties should not require prior written consent. Having to seek the prior written consent for such	Despite the language Verizon submitted in its proposed interconnection agreement to WorldCom in August 2000, Verizon currently proposes a modification to WorldCom's proposed Part A, § 3.1. Alternatively, Verizon proposes the same language for this section as that to which has been agreed to by AT&T and Verizon in Section 28.8 of the Verizon/AT&T proposed interconnection agreement:	Verizon proposes to modify WorldCom's proposed Part A, § 3.1. Specifically, the clause should apply to all assignments and delegations, including to affiliated companies. This is to ensure that an unscrupulous carrier does not have the right to delegate its obligations to an affiliated shell company (<i>i.e.</i> , one without financial resources) and that a financially distressed carrier does not have the right to assign only its rights (but not its obligations) to a non-

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		<p>this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate shall provide written notice to the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement.</p>	<p>assignment or delegation would be burdensome and unduly interfere with any Verizon or WorldCom internal restructuring.</p>	<p>28.8 Assignment and Delegation</p> <p>28.8.1 Neither Party may assign this Agreement or any of its rights or interests hereunder, nor delegate any of its obligations under this Agreement, to a third party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided, however, that either Party may assign this Agreement to an affiliate, with the other Party's prior written consent, upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory performance under this Agreement and that the proposed assignee is in good standing with Verizon or WorldCom, as applicable. Any assignment or delegation in violation of this subsection 28.8 shall be void and ineffective and constitute a default of this Agreement. For the purposes of this Section, the term "affiliate" shall mean any entity that controls, is controlled by, or is under common control with the assigning Party.</p>	<p>distressed affiliate, in either case without the consent of the other Party to the agreement. Alternatively, (1) Verizon would be willing to add language to the assignment section of the agreement to the effect that any consents to assignment shall not be unreasonably withheld, conditioned or delayed; or (2) Verizon would be willing to use the same language for this section as that to which has been agreed to by AT&T and Verizon in Section 28.8 of the Verizon/AT&T proposed interconnection agreement.</p>
IV-89	<p>Should the Interconnection Agreement contain a provision governing audits and examinations that: (1) entitles each Party to audit the other Party's books, records and documents for the purpose of evaluating the accuracy of the other Party's bills and performance reports rendered under the Interconnection</p>	<p>Part A, Section 4 et seq.</p> <p>Section 4. Audits and Examinations</p> <p>4.1 As applicable consistent with the provision of the relevant services or functions by a Party under this Agreement, each Party may audit the other Party's books, records and</p>	<p>Resolved by including in the agreement WCOM's Part A, Section 4 et seq., inserting Section 23.2 of 1997 agreement as Section 4.2 and with modification to WCOM's Part A, Section 4.4, now Section 4.5</p>		<p>Resolved</p>

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	<p>Agreement, and that states how often such audits may be performed; (2) states that a Party may employ others persons or firms to conduct the audit, and that the time and place of audits shall take place by agreement of the parties; (3) sets forth a procedure for correction by the audited party of any error revealed in the audit; (4) obligates each Party to cooperate fully in any audit; (5) places the cost of the audit on the auditing Party, but prohibits the audited Party from charging the auditing Party for reasonable access; (6) provides that information disclosed in an audit is deemed to be confidential information subject to the Interconnection Agreement's confidentiality restrictions; (7) provides for a limited survival period for audits following expiration or termination of the Interconnection Agreement?</p>	<p>documents for the purpose of evaluating the accuracy of the other Party's bills and performance under this Agreement. Such audits may be performed no more than a total of four (4) times in a calendar year nor more often than once every nine (9) months for a specific subject matter area; provided, that particular subject matter audits may be conducted more frequently (but no more frequently than once in each calendar quarter) if the immediately prior audit for such area found previously uncorrected net inaccuracies or errors in billing or performance reporting in favor of the audited Party having an aggregate value of at least five percent (5%) of the amounts payable by the auditing Party, or statistics reportable by the audited Party, relating to services provided by the audited Party during the period covered by the audit.</p> <p>4.2 In addition to the audits described in Section 4.1, each Party may audit the other Party's books, records and documents for the purpose of evaluating compliance with CPNI where the audited Party has access to CPNI in the custody of the auditing Party pursuant to this Agreement. Such CPNI audits must be performed in a minimally disruptive fashion, and an audited Party may bring objections to the Commission, if the audits are unnecessarily intrusive and the Parties cannot resolve their disputes. Such</p>			

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		<p>CPNI audits may not be performed more frequently than annually; provided, however, that the frequency of CPNI audits may be increased to quarterly if violations of a Party's CPNI obligations exceeds five percent (5%) of the audit sample.</p> <p>4.3 The auditing Party may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties; provided, that the auditing Party may require that the audit commence no later than sixty (60) days after the auditing Party has given notice of the audit to the other Party.</p> <p>4.4 The audited Party shall promptly correct any error that is revealed in a billing audit, including back-billing of any underpayments and making a refund, in the form of a billing credit, of any over-payments. Such back-billing and refund shall appear on the audited Party's bill no later than the bill for the third full billing cycle after the Parties have agreed upon the accuracy of the audit results.</p> <p>4.5 Each Party shall cooperate fully in any audits required hereunder, providing reasonable access to any and all employees, books, records and documents, reasonably necessary to assess the accuracy of the audited Party's bills or performance, or compliance with CPNI obligations, as appropriate.</p>			

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		<p>4.6 Audits shall be performed at the auditing Party's expense, provided that there shall be no charge for reasonable access to the audited Party's employees, books, records and documents necessary to conduct the audits provided for hereunder.</p> <p>4.7 Books, records, documents, and other information, disclosed by the audited Party to the auditing Party or the Auditing Party's employees, agents or contractors in an audit under this Section [4], shall be deemed to be Confidential Information under Section [10].</p> <p>4.8 This Section [4] shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.</p>			
IV-90	Should the Interconnection Agreement contain a provision governing the rights and procedures for billing disputes, including allocation of interest payments upon resolution of such disputes?	<p>Part A, Section 5 et seq.</p> <p>Section 5. Billing Disputes</p> <p>5.1 If a billing dispute arises concerning any charges billed pursuant to this Agreement by a providing Party to a purchasing Party, payments withheld or paid pending settlement of the dispute shall be subject to interest at the rate set forth in Verizon's interstate access tariff.</p> <p>5.2 If the purchasing Party pays the bill in full by the payment</p>	Resolved by including in the agreement WCOM's Part A, Section 5		Resolved

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		<p>due date and later initiates a billing dispute pursuant to Attachment VIII, Section [3.1.9], interest will apply as follows:</p> <p>5.2.1 If the billing dispute is resolved in favor of the purchasing Party, the purchasing Party shall receive a credit from the providing Party. This credit will be an amount equal to the disputed amount, plus interest at the rate set forth in Verizon's interstate access tariff. This amount will apply from the date of the purchasing Party's payment through the date on which the purchasing Party receives payment of the disputed amount and accrued interest from the providing Party.</p> <p>5.2.2 If the dispute is resolved in favor of the providing Party, neither a late payment charge nor an interest charge is applicable.</p> <p>5.3 If the purchasing Party withholds payment on the bill (in full or in part) and initiates a billing dispute pursuant to Attachment VIII, Section [3.1.9], interest will apply as follows:</p> <p>5.3.1 If the billing dispute is resolved in favor of the providing Party, the purchasing Party shall pay the providing Party a payment equal to the amount withheld by the</p>			

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		<p>purchasing Party, plus interest at the rate set forth in Verizon's interstate access tariff. This amount will apply from the payment due date through the date on which the providing Party receives payment of the disputed amount and accrued interest from the purchasing Party.</p> <p>5.3.2 If the dispute is resolved in favor of the purchasing Party, neither a late payment charge nor an interest charge is applicable.</p>			
IV-91	Should the Interconnection Agreement contain detailed provisions setting forth how branding will occur?	<p>Part A, Section 7.1, 7.4-7.7. Section 7. Branding</p> <p>7.1 Whenever Verizon has control over handling of the services that MCI may provide to third parties using services provided by Verizon under this Agreement, Verizon shall, at MCI's sole discretion, brand any and all services at all points of Customer contact exclusively as MCI services, or otherwise as MCI may specify, or be provided with no brand at all, as MCI may determine. Where Technically Feasible, the branding provided by Verizon must be automatic and not require any manual intervention. Verizon shall not unreasonably interfere with branding by MCI. Verizon shall thoroughly test branding or unbranding of Operator Services, Directory Assistance and all interfaces and transfer features prior to delivery to MCI's Customers,</p>	This provision is necessary because it provides necessary details on Verizon's obligations with respect to branding of services in order to ensure that WorldCom will be identified as the service provider where necessary.	<p>Despite the language Verizon submitted in its proposed interconnection agreement to WorldCom in August 2000, Verizon currently proposes the same language on the issue of branding as that to which Verizon and AT&T have agreed:</p> <p>7.1 To the extent required by Applicable Law, upon request by [WorldCom] and at prices, terms and conditions to be negotiated by [WorldCom] and Verizon, Verizon shall provide Verizon Resold Services that are identified by [WorldCom]'s trade name, or that are not identified by trade name, trademark or service mark.</p> <p>...</p> <p>7.4 Verizon will recognize [WorldCom] as the customer of record of all services ordered by [WorldCom] under this Agreement. [WorldCom] shall be the single point</p>	<p>Verizon is willing to provide branding to WorldCom in accordance with the Commission's rules regarding resale. The ILEC obligation to provide branding services exists when the CLEC purchases a package including operator, call completion or directory assistance from the ILEC as a part of the resale of services. Verizon is under no obligation to provide branding to WorldCom when WorldCom leases Verizon's network elements pursuant to a UNE-P configuration. "Branding" is not a network element, but a service Verizon provides pursuant to its resale obligations.</p> <p>WorldCom's position on this issue appears to be an attempt to circumvent the Commission's decision on the unbundling of OS/DA in the <i>UNE Remand Order</i>, in which it specifically refused to broaden the definition of OS/DA to include the "affirmative obligation to rebrand OS/DA . . ."</p>

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		<p>subsidiaries, Affiliates, or any other third parties. These tests include, but are not limited to, the installation and testing of MCIIm-provided tapes.</p> <p>7.4 MCIIm will provide the exclusive interface to MCIIm Customers, except as MCIIm may otherwise specify. When MCIIm requires Verizon personnel or systems to interface with MCIIm Customers, the Verizon personnel shall identify themselves as representing MCIIm, or any brand as MCIIm may specify, and shall not identify themselves as representing Verizon or any other entity.</p> <p>7.5 All forms, business cards or other business materials which are furnished by Verizon to MCIIm Customers must be unbranded and must be supplied by Verizon unless otherwise decided by MCIIm in its sole discretion.</p> <p>7.6 Verizon shall not provide information to MCIIm Customers about MCIIm or MCIIm's products or services except as specifically permitted by MCIIm.</p> <p>7.7 Verizon shall provide, for MCIIm's review and approval, the methods and procedures, training and approaches to be used by Verizon to assure that Verizon meets MCIIm's branding requirements.</p>		<p>of contact for [WorldCom] Customers with regard to all services, facilities or products provided by Verizon to [WorldCom] and other services and products which they wish to purchase from [WorldCom] or which they have purchased from [WorldCom]. Communications by [WorldCom] Customers with regard to all services, facilities or products provided by Verizon to [WorldCom] and other services and products which they wish to purchase from [WorldCom] or which they have purchased from [WorldCom], shall be made to [WorldCom], and not to Verizon. [WorldCom] shall instruct [WorldCom] Customers that such communications shall be directed to [WorldCom].</p> <p>7.5 Requests by [WorldCom] Customers for information about or provision of products or services which they wish to purchase from [WorldCom], requests by [WorldCom] Customers to change, terminate, or obtain information about, assistance in using, or repair or maintenance of, products or services which they have purchased from [WorldCom], and inquiries by [WorldCom] Customers concerning AT&T's bills, charges for [WorldCom]'s products or services, and, if the [WorldCom] Customers receive dial tone line service from [WorldCom], annoyance calls, shall be made by the [WorldCom]</p>	<p>Verizon provides customized routing and other alternatives exist for WorldCom to provide operator support or directory assistance. WorldCom should not be allowed to do indirectly what it cannot do directly, that is – require Verizon to rebrand OS/DA.</p> <p>Verizon proposes the same language on the issue of branding as that to which Verizon and AT&T have agreed. See §§ 12.3 and 18.2 of Verizon-proposed interconnection agreement for AT&T.</p>

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				<p>Customers to [WorldCom], and not to Verizon.</p> <p>7.6 [WorldCom] and Verizon will employ the following procedures for handling misdirected repair calls:</p> <p>7.6.1 [WorldCom] and Verizon will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.</p> <p>7.6.2 To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge.</p> <p>In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates, or service quality.</p> <p>7.6.3 [WorldCom] and Verizon will provide their respective repair contact numbers to one another on a reciprocal basis.</p> <p>7.7 In addition to Section 7.6 addressing misdirected repair calls, the Party receiving other types of</p>	

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				misdirected inquiries from the other Party's Customer shall not in any way disparage the other [WorldCom].	
IV-92	Should the Interconnection Agreement contain a provision that makes clear that the Interconnection Agreement provisions governing branding shall not confer on either Party any rights to the service marks, trademarks and tradenames owned by or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the branding provisions?	Part A, Section 7.3 7.3 This Section [7] shall not confer on either Party any rights to the service marks, trademarks and trade names owned by or used in connection with services by the other Party or its Affiliates, except as expressly permitted by this Section [7].	Resolved by including in the agreement WCOM's Part A, Section 7.3		Resolved
IV-93	Should the Interconnection Agreement contain a provision that requires Verizon technicians, when on a premise visit on behalf of WorldCom, to identify themselves as Verizon employees performing services on behalf of WorldCom? Should that provision also define the appropriate contents of a status card left by such a technician on a status visit (and include an Exhibit A that contains a representative sample) and prohibit such technicians from leaving any promotional or marketing literature for or otherwise market Verizon Telecommunications Services to the WorldCom customer (excepting a telephone number for customer service or sales)?	Part A, Section 7.2 and Exhibit A to Part A. 7.2 When Verizon technicians (including Verizon contractor technicians) have contact with a customer during a premise visit on behalf of MCI _m , the Verizon technicians shall identify themselves as Verizon employees (or Verizon contractor employees) performing services on behalf of MCI _m . When a Verizon technician leaves a status card during a premise visit on behalf of MCI _m , the card will be a standard card used for other local service providers' customers, will be in substantially the form set forth in Exhibit A of this Part A, and will include the name and telephone number of each local service provider that elects to be listed on the card and agrees to compensate Verizon for that provider's share of Verizon's cost of printing and distributing the card.	This provision and the related exhibit are necessary because they prevent Verizon from using its installation, maintenance, and repair obligations under the Interconnection Agreement as a means for marketing its own services to WorldCom customers in an attempt to gain new business at WorldCom's expense.	Despite the language Verizon submitted in its proposed interconnection agreement to WorldCom in August 2000, Verizon currently proposes the same language to which Verizon and AT&T have agreed in § 12.10.3 of Verizon-proposed interconnection agreement for AT&T: Neither Verizon nor [WorldCom] may offer services to its end users or others under any of the brand names of the other Party or any of its parents, subsidiaries or affiliates, regardless of whether or not such brand names are registered trademarks or servicemarks, without the other Party's written authorization. Notwithstanding the foregoing, Verizon shall not be required to remove (or remove references to) the brand name or logo "Verizon" or similar names or connotations of brand identifying	Verizon proposes inclusion of the same language on this issue as that to which Verizon and AT&T have agreed in § 12.10.3 of Verizon-proposed interconnection agreement for AT&T. The negotiated language to which Verizon and AT&T have agreed represents the manner in which Verizon provides the subject "no access cards." WorldCom's proposed language does not. WorldCom should explain exactly what, if anything, is unacceptable about the provisions on this issue that AT&T and Verizon worked to craft.

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		<p>printing and distributing the card. The Verizon technicians shall not leave any promotional or marketing literature for or otherwise market Verizon Telecommunications Services to the MCI_m customer during a premise visit on behalf of MCI_m, but may provide a telephone number for Verizon's customer service or sales department, in response to customer query about Verizon services.</p> <p>Exhibit A to Part A.</p>		<p>Verizon or its parents, subsidiaries or affiliates from any items or services which it provides, except insofar as Verizon's obligation, pursuant to Applicable Law, to re-brand (with the [WorldCom] identification) and except that (x) Verizon shall not provide to [WorldCom]'s end user Customer a copy of its branded time and material rates authorization form, (y) to the extent Verizon provides a "left in dial tone" recording (applicable to inactive telephone lines that have access solely to 800, local business office or 911 service) it shall provide a statement that the end-user should contact its local service provider (without reference to Verizon) to activate service and (z) Verizon may include on the "no access" cards left by Verizon personnel at Customer premises responding to activation or maintenance service requests the following statement:</p> <p>"Verizon was here.</p> <p>Verizon was here on behalf of your service provider to address your activation or maintenance request. Please re-contact your service provider to arrange for a future appointment."</p> <p>or such other substantially similar statement as will not bear the logo or brand name of Verizon other than to</p>	

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				<p>simply identify the personnel leaving such card. The brand name of Verizon shall appear on any "no access" card with no greater prominence than the remainder of the printed statement. Any reprinting of the "no access" cards subsequent to the Effective Date of this Agreement shall exclude the first sentence of the above-captioned statement.</p>	
IV-94	<p>Should the Interconnection Agreement contain a provision stating that the purchasing Party will pay charges in consideration for services, and incorporating by reference attachments setting forth charges and billing and payment procedures?</p>	<p>Part A, Section 8.1. Section 8. Charges and Payment 8.1 In consideration of the services provided under this Agreement, the purchasing Party shall pay the charges set forth in Attachment I. The billing and payment procedures for charges incurred by a purchasing Party hereunder are set forth in Attachment VIII.</p>	<p>This provision is necessary because it sets forth the basic contractual obligation (payment of charges in consideration for services), and provides a clear means of ascertaining those charges and the billing and payment procedures.</p>	<p>Despite the language Verizon submitted in its proposed interconnection agreement to WorldCom in August 2000, Verizon currently proposes a modification to WorldCom's proposed Part A, § 8.1.</p>	<p>Verizon proposes a modification to WorldCom's proposed Part A, § 8.1 making it clear that the rates in the pricing attachment will change if the Commission or Virginia Commission approve, order or allow rates to go into effect. Verizon incorporates responses to Issue III-18 and IV-85; <i>see also</i> responses to Issues IV-30 and IV-32 for related discussions.</p>
IV-95	<p>Should the Interconnection Agreement contain a provision making each Party (subject to certain exceptions) responsible for all costs and expenses incurred in complying with its obligations under the Interconnection Agreement, and requiring each Party to undertake the technological measures necessary for such compliance?</p>	<p>Part A, Section 8.2. 8.2 Except as otherwise specified in this Agreement, each Party shall be responsible for: (i) all costs and expenses it incurs in complying with its obligations under this Agreement; and (ii) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.</p>	<p>This provision is necessary because it clarifies that neither party is, or should be, financially responsible for the other party's development costs or for the other party's compliance with the agreement.</p>	<p>Despite the language Verizon submitted in its proposed interconnection agreement to WorldCom in August 2000, Verizon currently proposes a modification to WorldCom's proposed Part A, § 8.2.</p>	<p>Verizon proposes a modification to WorldCom's proposed Part A, § 8.2. – addition of the phrase "or otherwise provided for under Applicable Law" after the introductory clause "Except as otherwise specified in this Agreement." This addition would make clear that Verizon must be compensated for its costs in providing services to WorldCom. Without this clause, WorldCom's language could arguably require Verizon to provide services without being made whole for its costs.</p>
IV-96	<p>Should the Interconnection Agreement contain a provision</p>	<p>Part A, Section 9.1</p>	<p>Resolved by including in the agreement WCOM's Part A, Section</p>		<p>Resolved</p>

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	<p>requiring each Party to comply with Applicable law, to obtain and keep in effect all regulatory approvals, and to reasonably cooperate in obtaining and maintaining such approvals? Should the provision further provide that the Interconnection Agreement shall survive, subject to other provisions of Part A, in the event that the Act or FCC rules and regulations applicable to the Interconnection Agreement are held invalid?</p>	<p>Section 9. Compliance with Laws</p> <p>9.1 Each Party shall perform terms, conditions and operations under this Agreement in a manner that complies with all Applicable Law, including all regulations and judicial or regulatory decisions of all duly constituted governmental authorities of competent jurisdiction. Each Party shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other in obtaining and maintaining any approvals required by this Section. In the event the Act or FCC rules and regulations applicable to this Agreement are held invalid, this Agreement shall survive, subject to Sections [25.2] and [28.1] of this Part A.</p>	<p>9.1, pending clean up of cross-references to Section 25.2 and 28.1, if necessary</p>		
IV-97	<p>Should the Interconnection Agreement contain a provision governing the parties' responsibilities with respect to confidential information? Specifically, should the Interconnection Agreement contain a provision that (1) defines the term confidential information; (2) specifies a method for identifying and designating confidential information; (3) states the obligations imposed upon the recipient of confidential information under the Interconnection</p>	<p>Part A, Sections 10.1, 10.1.1-10.1.2, 10.2, 10.2.1-10.2.3, 10.3, 10.3.1-10.3.2, 10.4-10.6, 10.7, 10.7.1-10.7.5, 10.8-10.13.</p> <p>Section 10. Confidentiality</p> <p>10.1 For the purposes of this Section [10], "Confidential Information" means the following information disclosed by one Party ("Discloser") to the other Party ("Recipient") in connection with this Agreement:</p>	<p>This provision is necessary because it defines the rights and obligations of the Parties with respect to confidential information. It also sets forth in detail the obligations of each Party to preserve the confidentiality of information it receives in the process of performing this Agreement, thereby precluding significant, adverse market impacts that could result from any misuse of confidential information.</p>	<p>Despite the language Verizon submitted in its proposed interconnection agreement to WorldCom in August 2000, Verizon currently proposes a modification to WorldCom's proposed Part A, §§ 10.1, 10.1.1-10.1.2, 10.2, 10.2.1-10.2.3, 10.3, 10.3.1-10.3.2, 10.4-10.6, 10.7, 10.7.1-10.7.5, 10.8-10.13 -- that is re-insertion of former §§ 22.13 and 22.14 as §§ 10.13 and 10.14.</p>	<p>Verizon is agreeable to inclusion of WorldCom's proposed Part A, §§ 10.1, 10.1.1-10.1.2, 10.2, 10.2.1-10.2.3, 10.3, 10.3.1-10.3.2, 10.4-10.6, 10.7, 10.7.1-10.7.5, 10.8-10.13, only if the proposed language is modified to re-insert the language that was part of the 1997 agreement, but deleted by WorldCom in its proposed interconnection agreement to the Commission -- that is, §§ 22.13 and 22.14 of the current contract, which would now be §§ 10.13 and 10.14, giving Verizon the right to</p>

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	<p>Agreement; (4) provides for limited disclosure to third parties in certain circumstances; (5) limits reproduction of confidential information; (6) sets forth procedures for return of confidential information, loss of such information, and unauthorized disclosure; (7) provides certain exceptions from the confidentiality obligations imposed by the provision in the case, for example, of information publicly available or legally compelled disclosure; (8) provides for survival of confidentiality obligations following expiration, cancellation or termination; (9) makes clear that disclosure to a Party does not affect property rights in the information; (10) provides for equitable relief, including injunctive relief and specific performance, for a breach of confidentiality; (11) makes clear that it provides additional confidentiality protections to those existing under Applicable Law; (12) sets forth obligations with respect to access, use, or disclosure of Customer Proprietary Network Information (CPNI) or other customer information; and (13) makes clear that it does not limit the rights of either Party with respect to its own subscriber information?</p>	<p>10.1.1 All information disclosed by either Party to the other pursuant to Attachments I-X of this Agreement arising from the performance of this Agreement, including, but not limited to, books, records, documents and other information disclosed in an audit performed pursuant to this Agreement; and</p> <p>10.1.2 Such other information as is identified as Confidential Information in accordance with Section [10.2].</p> <p>10.2 All information which is to be treated as Confidential Information under Section [10.1.2] shall:</p> <p>10.2.1 If in written, graphic, electromagnetic, or other tangible form, be marked as "Confidential Information"; and</p> <p>10.2.2 If oral, (i) be identified by the Discloser at the time of disclosure to be "Confidential Information", and (ii) be set forth in a written summary which identifies the information as "Confidential Information" and is delivered by the Discloser to the Recipient within ten (10) days after the oral disclosure.</p> <p>10.2.3 Each Party shall have the right to correct an inadvertent failure to identify such oral information as Confidential Information by giving written notification within thirty (30)</p>		<p>Alternatively,</p> <p>18.3.3 Without in any way limiting either Party's obligations under Subsection 27.1, both Parties shall comply with Applicable Laws with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. [WorldCom] shall not access (including, but not limited to, through Verizon OSS as defined in Schedule 11.6), use, or disclose Customer Proprietary Network Information made available to [WorldCom] by Verizon pursuant to this Agreement unless [WorldCom] has obtained any Customer authorization for such access, use and/or disclosure required by Applicable Laws. By accessing, using or disclosing Customer Proprietary Network Information, [WorldCom] represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Law and this Agreement. [WorldCom] shall, upon reasonable request by Verizon, provide proof of such authorization (including a copy of any written authorization). In the event [WorldCom] makes available a [WorldCom] operations support system for access and use by Verizon, Verizon agrees that the same conditions that apply to [WorldCom] in this Subsection 18.3.3 for accessing, using or disclosing Customer Proprietary Network</p>	<p>monitor WorldCom's use of CPNI for Verizon's customer in a proper manner.</p> <p>WorldCom failed to disclose it had altered the 1997 agreement and claimed not to alter this provision in the "existing" agreement in any way. WorldCom did, in fact, <i>delete</i> the sections on CPNI. Verizon's agreement to the proposal to include the confidentiality provisions from the existing agreement is conditioned on including <i>all</i> the confidentiality provisions from the existing agreement, including those related to CPNI. As WorldCom has effectively admitted, there is no reason for deleting the CPNI language. To the extent WorldCom or the Commission prefers, Verizon alternatively would be willing to include the language to which it has agreed with AT&T on the issue of confidentiality and CPNI as contained in Sections 18.3.3 through 18.3.5.</p>

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		<p>days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information.</p> <p>10.3 In addition to any requirements imposed by law, including, but not limited to, 47 U.S.C. § 222, for a period of three (3) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees:</p> <p>10.3.1 To use the Confidential Information only for the purpose of performing under this Agreement, including, to the extent applicable, the planning and operation of the Recipient's network;</p> <p>10.3.2 To use the same degree of care that it uses with similar confidential information of its own, to hold the Confidential Information in confidence and to disclose it to no one other than the directors, officers and employees of the Recipient and the Recipient's Affiliates, having a need to know the Confidential Information for the purpose of performing under this Agreement; and</p> <p>10.4 A Recipient may disclose the Discloser's Confidential Information to a third party agent or consultant,</p>		<p>Information made available to [WorldCom] shall apply to Verizon when accessing, using or disclosing CPNI made available to Verizon.</p> <p>18.3.4. Verizon shall have the right to monitor and/or audit [WorldCom]'s access to and use and/or disclosure of Customer Proprietary Network Information that is made available by Verizon to [WorldCom] pursuant to this Agreement to ascertain whether [WorldCom] is complying with the requirements of Applicable Law and this Agreement with regard to such access, use, and/or disclosure. Verizon may exercise this right to audit once annually upon reasonable written notice to [WorldCom]. Verizon may also employ such assistance as it deems desirable to conduct such audits (such as an outside auditor) so long as the party providing assistance agrees to be bound by a confidentiality agreement containing terms substantially similar to the terms in Section 28.5 of this Agreement. To the extent permitted by Applicable Law, the foregoing rights shall include, but not be limited to, the right to electronically monitor [WorldCom]'s access to and use of Customer Proprietary Network Information that is made available by Verizon to [WorldCom] pursuant to this Agreement. The results of any audit and/or monitoring of [WorldCom]'s access to and/or use</p>	

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		<p>provided that prior to such disclosure the agent or consultant has executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section [10].</p> <p>10.5 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations and exercise its rights under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original.</p> <p>10.6 The Recipient shall return all Confidential Information defined in Section [10.1.2] in the format in which it was received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, and/or destroy all such Confidential Information, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If the Recipient loses or makes an unauthorized disclosure of the Discloser's Confidential Information, it shall notify the Discloser immediately and use reasonable efforts to retrieve the lost or improperly disclosed information.</p> <p>10.7 The requirements of this Section [10] shall not apply to Confidential Information:</p>		<p>of CPNI pursuant to this Section 18.3.4 shall be subject to the confidentiality provisions (Section 28.5) of this Agreement and shall not be used by Verizon for any marketing purposes, except as permitted by Applicable Law.</p> <p>18.3.5 At such time that [WorldCom] provides access to [WorldCom] Customer Proprietary Network Information, [WorldCom] shall have the right to monitor and/or audit Verizon's access to and use and/or disclosure of [WorldCom] Customer Proprietary Network Information, on the same terms as provided in Section 18.3.4 above.</p>	

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		<p>10.7.1 Which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser;</p> <p>10.7.2 After it becomes publicly known or available through no breach of this Agreement by the Recipient, the Recipient's Affiliates, or the directors, officers, employees, agents, or contractors, of the Recipient or the Recipient's Affiliates;</p> <p>10.7.3 After it is rightfully acquired by the Recipient free of restrictions on its disclosure;</p> <p>10.7.4 Which is independently developed by personnel of the Recipient; or</p> <p>10.7.5 To the extent the disclosure is required by law, or made to a court, or governmental agency for the purpose of enforcing its rights under this Agreement; provided the Discloser has been notified of an intended disclosure promptly after the Recipient becomes aware of a required disclosure or decides to make such a voluntary disclosure to enforce its rights, the Recipient undertakes reasonable, lawful measures to avoid disclosing the Confidential Information until the Discloser has had reasonable time to seek a protective order, and the Recipient complies with any protective order that covers the</p>			

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		<p>Confidential Information to be disclosed.</p> <p>10.8 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration, cancellation or termination of this Agreement shall survive such expiration, cancellation or termination.</p> <p>10.9 Confidential Information shall remain the property of the Discloser, and the Discloser shall retain all of the Discloser's right, title and interest in any Confidential Information disclosed by the Discloser to the Recipient. Except as otherwise expressly provided elsewhere in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark, or copyright), nor is any such license to be implied, solely by virtue of the disclosure of any Confidential Information.</p> <p>10.10 Each Party agrees that the Discloser would be irreparably injured by a breach of this Section [10] by the Recipient, the Recipient's Affiliates, or the directors, officers, employees, agents or contractors of the Recipient or the Recipient's Affiliates, and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the</p>			

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		<p>event of any breach of the provisions of this Section [10]. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section [10], but shall be in addition to any other remedies available at law or in equity.</p> <p>10.11 The provisions of this Section [10] shall be in addition to and shall not limit, alter, define or contradict any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to protection of the confidentiality of information (whether or not defined as "Confidential Information" for purposes of this Agreement) of the Party or its customers provided by Applicable Law.</p> <p>10.12 Without in any way limiting the foregoing provisions of Section [10], each Party shall comply with 47 U.S.C. § 222, any implementing rules, regulations, and orders thereunder, and other federal and state rules and regulations addressing Customer Proprietary Network Information ("CPNI") and Carrier Information. A Party shall not access (including, but not limited to, through electronic interfaces and gateways provided under this Agreement), use or disclose CPNI or other customer information unless the Party has obtained any customer</p>			

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		<p>authorization required by Applicable Law for such access, use and/or disclosure. By accessing, using or disclosing CPNI or other customer information, a Party represents and warrants that the Party has obtained any customer authorization required by Applicable Law for such access, use or disclosure. A Party accessing, using or disclosing CPNI or other customer information shall upon request by the other Party provide proof of any customer authorization for such access, use or disclosure, required by Applicable Law (including, copies of any written authorization). Without limiting the foregoing provisions of this Section [10], where required by 47 U.S.C. § 222, or other provision of Applicable Law, a Party shall obtain a signed letter of authorization from the applicable end user in order to obtain CPNI or other customer information from the other Party.</p> <p>10.13 Nothing herein shall be construed as limiting the rights of either Party with respect to its own subscriber information under any Applicable Law, including without limitation Section 222 of the Act.</p>			
IV-98	Should Verizon be precluded from sharing WorldCom confidential information with Verizon's retail component?	<p>Part A, Section 10.3.3; Section 1.1.1.4 of Attachment VIII:</p> <p>10.3.3 Under no circumstances will Verizon disclose MCI's Confidential Information to, or permit access to MCI's Confidential</p>	Verizon should be strictly forbidden from sharing WorldCom confidential information with Verizon's retail component and should take all necessary actions to ensure that such information is not shared with that component of its business. Without	Despite the language Verizon submitted in its proposed interconnection agreement to WorldCom in August 2000, Verizon currently proposes a modification to WorldCom's proposed Part A, §10.3.3 and Attachment VIII, §	Verizon is agreeable to inclusion of WorldCom's proposed Part A, § 10.3.3 and Attachment VIII, § 1.1.1.4, with one modification to the language of both sections, which is new relative to the 1997 Agreement. The proposed modifications are

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		<p>Information by, the retail operations or any employee thereof, or the retail customer representatives of Verizon or any Verizon Affiliate, or any independent contractors to any of the foregoing, and Verizon and any Verizon Affiliate shall take all actions necessary to ensure that any such retail operations and any employees thereof, their respective retail customer representatives, and any independent contractors of any of the foregoing, cannot access MCI's Confidential Information.</p> <p>1.1.1.4 Verizon shall not use MCI's request for customer information, order submission, or any other aspect of the pre-order, ordering and provisioning, or maintenance and repair processes or any other processes to aid Verizon's marketing or sales efforts. Verizon shall not in any manner share with or disclose to Verizon's retail operations or retail customer representatives any information resulting from, or the occurrence of any event in, the pre-order, ordering and provisioning, maintenance and repair, or any other processes described in this Agreement.</p>	<p>this restriction, Verizon will be able to take information it receives about WorldCom or its customers and be able to exploit it in ways that will hurt WorldCom's business and provide Verizon an unfair competitive advantage.</p>	<p>1.1.1.4: 10.3.3. <u>Except as may be permitted under Applicable Law, Under no circumstances will Verizon will not disclose [WorldCom]'s Confidential Information to, or permit access to [WorldCom]'s Confidential Information by, the retail operations or any employee thereof, or the retail customer representatives of Verizon or any Verizon Affiliate, or any independent contractors to any of the foregoing, and Verizon and any Verizon Affiliate shall take all actions necessary to ensure that any such retail operations and any employees thereof, their respective retail customer representatives, and any independent contractors of any of the foregoing, cannot access [WorldCom]'s Confidential Information.</u></p> <p>1.1.1.4 <u>Except as may be permitted under Applicable Law, Verizon shall not use [WorldCom]'s request for customer information, order submission, or any other aspect of the pre-order, ordering and provisioning, or maintenance and repair processes or any other processes to aid Verizon's marketing or sales efforts. Except as may be permitted under Applicable Law, Verizon shall not in any manner share with or disclose to Verizon's retail operations or retail customer representatives any information resulting from, or the</u></p>	<p>consistent with the language to which Verizon and AT&T have agreed (<i>i.e.</i>, in the first sentence of § 28.5.2 of their proposed agreement), and is a reasonable modification within the bounds of applicable law to WorldCom's newly proposed language.</p>

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				occurrence of any event in, the pre-order, ordering and provisioning, maintenance and repair, or any other processes described in this Agreement.	
IV-99	Should the Interconnection Agreement contain a provision setting forth rules of construction applicable to the Interconnection Agreement terms and conditions?	<p>Part A, Section 11 et seq.</p> <p>Section 11. Construction</p> <p>11.1 For purposes of this Agreement, certain terms have been defined in Part B or elsewhere in this Agreement. These terms will have the meanings stated in this Agreement, which may differ from, or be in addition to, the normal definition of the defined word. A defined word intended to convey the meaning stated in this Agreement is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning stated in the Applicable Law.</p> <p>11.2 Unless the context clearly indicates otherwise, any defined term which is defined or used in the singular shall include the plural, and any defined term which is defined or used in the plural shall include the singular.</p> <p>11.3 The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either indicates a mandatory requirement. The use of one or the</p>	Resolved by including in the agreement WCOM Part A, Sections 11.1, 11.2, 11.3 and 11.4		Resolved

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		<p>other shall not mean a different degree of right or obligation for either Party.</p> <p>11.4 Conflicts among terms in Parts A and B of this Agreement, the Attachments and the Exhibits thereto, and the Tariffs shall be resolved in accordance with the following order of precedence, where the document identified in Subsection "(i)" shall have the highest precedence: (i) Parts A and B of this Agreement; (ii) the Attachments and the Exhibits thereto; and (iii) the Tariffs. The fact that a matter is addressed in one of these documents, but not in another, shall not constitute a conflict for purposes of this Section [11.4].</p>			
IV-100	Should the Interconnection Agreement contain a dispute resolution provision that permits the Parties to submit to the Commission any dispute arising out of the Interconnection Agreement that the Parties cannot resolve (assuming the Commission retains continuing jurisdiction to implement and enforce the terms and conditions of the Interconnection Agreement), and that sets forth the obligations of the Parties upon such submission?	<p>Part A, Section 13.1:</p> <p>Section 13. Dispute Resolution Procedures</p> <p>13.1 In the event the Commission retains continuing jurisdiction to implement and enforce the terms and conditions of this Agreement, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, pursuant to applicable procedures established by the Commission. During the Commission proceeding, each Party shall continue to perform</p>	This provision is necessary because it provides for an important, additional means of dispute resolution in the event the Parties cannot resolve a dispute themselves. While not binding the VSCC or FCC to any procedures, this provision establishes a high-level arrangement between WorldCom and Verizon as to how they will proceed if a dispute arising under the agreement is taken to the Commission.	<p>WorldCom: § 28.11 of Agreement Proposed to AT&T</p> <p>Dispute Resolution 28.11.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to the approval of this Agreement and any amendments thereto by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, the Parties agree to use the following alternative dispute resolution procedures as the remedy with respect to any action, dispute, controversy or claim arising out of or relating to this Agreement or its breach, except with respect to the following:</p>	Arbitration of disputes under the interconnection agreement is a matter of contract and no party can be required to submit to arbitration any dispute that it has not agreed to submit. To the extent that WorldCom has proposed ADR provisions to which Verizon has not agreed, the Commission cannot require inclusion of such provisions in the Parties' interconnection agreement. Verizon will, however, agree to adopt the ADR procedures agreed to by it and AT&T.

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		<p>its obligations under this Agreement; provided, however that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.</p>		<p>(1) An action seeking a temporary restraining order or an injunction related to the purposes of this Agreement; (2) A dispute, controversy or claim relating to or arising out of a change in law or reservation of rights under the provisions of Section 27 of this Agreement; (3) A suit to compel compliance with this dispute resolution process; (4) An action concerning the misappropriation or use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, tradename, trade dress or service mark of a Party; (5) An action for fraud; (6) A billing dispute equal to or in excess of \$2,000,000.00; (7) Any rate or charge within the jurisdiction of the Commission or the FCC; and (8) Any term or condition of the (i) Memorandum Opinion and Order, In the Applications of NYNEX Corp., Transferor, and Bell Atlantic Corp, Transferee, For Consent to Transfer Control of NYNEX Corp. and Its Subsidiaries, 12 F.C.C.R. 19985 (1997) or (ii) Application of GTE Corporation, Transferor and Bell Atlantic Corporation, Transferor, Memorandum Opinion and Order, CC Docket No. 98-184, FCC 00-221 (rel. June 16, 2000) ("Merger Order). (9) Any dispute appropriately before the Commission pursuant to the abbreviated Dispute Resolution</p>	

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