

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

**IN RE: INTERCONNECTION AGREEMENT NEGOTIATIONS BETWEEN AT&T
COMMUNICATIONS OF THE SOUTH CENTRAL STATES, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC., PURSUANT TO 47
U.S.C. § 252**

DOCKET NO. 96-01152

STIPULATED PROTECTIVE ORDER

This matter is before the Tennessee Regulatory Authority (here the "Authority") in its capacity as Arbitrator, pursuant to 47 U.S.C. § 252(b), of the unresolved issues in the negotiations between AT&T Communications of the South Central States, Inc. (here "AT&T") and BellSouth Telecommunications, Inc. (here "BellSouth"), on the motion for the entry of an appropriate protective order made at the status conference held on August 22, 1996.

In the course of the negotiations between AT&T and BellSouth, a "Confidentiality Agreement" was entered into between them to facilitate the production of information for the purposes of these negotiations and "Related Proceedings", including this arbitration, a copy of which is attached and is by this reference made a part of this order. Pursuant to that "Confidentiality Agreement," AT&T and BellSouth have exchanged "Confidential Information" as therein defined, and as those negotiations continue, may exchange additional "Confidential Information."

In paragraph 5 of that "Confidentiality Agreement," AT&T and BellSouth agreed "to execute a protective order (or similar order) providing for the confidentiality of the Confidential Information disclosed under this Agreement."

Pursuant to 47 U.S.C. § 252(b)(4)(B), the Authority, as Arbitrator, may require the production of additional information as may be necessary for the Authority to reach a decision as to the unresolved issues. Such information may also be confidential, requiring protection from disclosure.

The purpose of this Stipulated Protective Order is solely to govern the use of "Confidential Information" in this proceeding and the protection of the confidentiality of such information as may be lodged or filed with the Authority. This Stipulated Protective Order does not replace the "Confidentiality Agreement" which continues in effect, but supplements and implements that Agreement for the purposes of this proceeding.

It appearing that the entry of this Stipulated Protective Order is appropriate for the purposes of this arbitration, consistent with the objectives of 47 U.S.C. § 252;

It is therefore ORDERED that:

1. The "Confidentiality Agreement" shall continue to govern the rights and duties of AT&T and BellSouth with respect to all "Confidential Information" as therein defined, including any such "Confidential Information" produced pursuant to the requirement of the Authority, pursuant to 47 U.S.C. § 252(b)(4)(B), except to the extent that Agreement is supplemented and implemented by this Stipulated Protective Order.

2. AT&T or BellSouth may lodge with the Executive Secretary any "Confidential Information" in this proceeding, which is deemed by that party to be potentially necessary for the resolution of any unresolved issues by the Authority, to be lodged and treated in the manner herein set forth.

3. If any response to a requirement for the production of additional information is deemed by either AT&T or BellSouth to contain "Confidential Information," that response shall be subject to the same limitations and conditions as any other "Confidential Information." Any such response shall identify the confidential information and state the basis for treating it as confidential and proprietary.

4. Any paper containing "Confidential Information" lodged with the Executive Secretary in this arbitration shall be placed in sealed envelopes, marked "Confidential and Proprietary" and labeled to reflect the style of this proceeding, the docket number and this Stipulated Protective Order.

5. Any paper lodged as "Confidential and Proprietary" shall be maintained by the Executive Secretary in a locked filing cabinet in the sealed envelopes in which it was presented. Such envelopes, and the information contained therein, shall not be opened, or their contents reviewed, by anyone except on order by the Authority or a Court of competent jurisdiction after due notice has been given to AT&T and BellSouth. Any paper so lodged with and maintained by the Executive Secretary shall not be a part of the public records of the Authority unless and until it is filed or ordered to be made public.

6. Either AT&T or BellSouth may contest the designation of any paper, or any part thereof, as confidential by applying to the Authority for an order determining that the information should not be so treated, including limited disclosure or the imposition of conditions.

7. The Authority on its own motion, after reasonable notice to AT&T and BellSouth, may order that any information lodged as confidential shall not be so treated, including provisions for limited disclosure or the imposition of conditions.

8. All papers designated and lodged with the Executive Secretary as confidential shall be so maintained as such until the Authority or a Court of competent jurisdiction orders otherwise.

9. "Confidential Information" may be disclosed in testimony at any hearing and offered into evidence at any hearing in this arbitration, subject to the applicable standards of admissibility and to such orders as the Authority may enter. Any party intending to use any information designated as confidential shall advise the Authority and the other party of such intended use at the earliest opportunity before using such information, so that appropriate steps may be taken to preserve its confidentiality; and shall advise the Authority and the other party before the use of such information in cross-examination, so that appropriate steps may be taken to preserve the confidentiality of such information. AT&T and BellSouth may agree to the steps to be taken to preserve the confidentiality of "Confidential Information." In the absence of such agreement, the Authority shall determine the most appropriate means of preserving the confidentiality of "Confidential Information"; and may close the hearing to the public, require that only general references be made to the "Confidential Information," require the filing of redacted documents, or take such other steps as it deems appropriate under the circumstances.

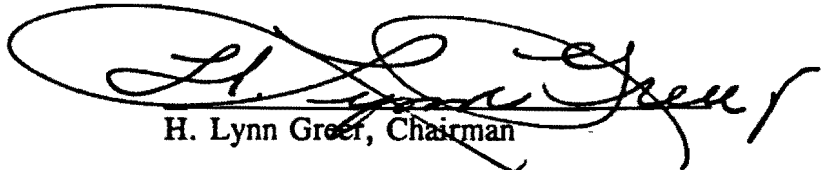
10. If the common issues in any other arbitration before the Authority under 47 U.S.C. § 252(b) are consolidated for hearing with issues in this arbitration, the parties in such other arbitration may have access to any "Confidential Information" in this arbitration relating to such common issues and may have the same rights and duties with respect thereto, including the uses thereof, by executing a written agreement to comply with the provisions of the

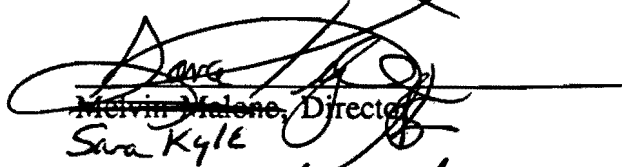
"Confidentiality Agreement" and to this Stipulated Protective Order; provided that parties to this arbitration are given the same access to confidential information in such other arbitration on the same terms and conditions as herein provided.


11. "Confidential Information" may be disclosed to one or more outside expert witnesses by either AT&T or BellSouth for use in the preparation of testimony for the purposes of this arbitration. No "Confidential Information" shall be disclosed to such an outside expert unless and until that person has signed an affidavit stating that he or she has read the "Confidentiality Agreement" and this Protective Order and agrees to be bound by the terms thereof. Any such affidavit shall be served on the other party prior to the disclosure of such "Confidential Information" to any such outside expert.

12. Within thirty (30) days after the entry of a final order by the Authority concluding this arbitration, any paper lodged with the Executive Secretary which has not been filed as part of the record in this arbitration, shall, upon the request of the party lodging those papers, be returned by the Executive Secretary to that party. If no request for return is received by the Executive Secretary within such thirty (30) day period, the Executive Secretary shall destroy such papers in a manner so as to preserve their confidentiality.

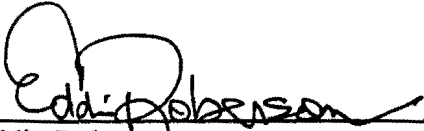
ENTER this 17 day of ^{September} ~~August~~, 1996.


H. Lynn Groer, Chairman


Melvin Malone, Director
Sara Kyle


Sara Kyle, Director
Melvin Malone

ATTEST:



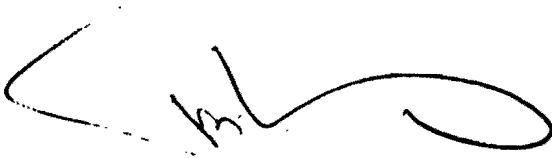
Eddie Roberson
Interim Executive Secretary

STIPULATED AND AGREED FOR ENTRY:



Val Sanford, Esq.
John Knox Walkup, Esq.
Roger A. Briney, Esq.

Attorneys for AT&T Communications of the
South Central States, Inc.



Guy Hicks, Esq.

Attorney for BellSouth Telecommunications, Inc.

CONFIDENTIALITY AGREEMENT

This AGREEMENT is entered into between BellSouth Telecommunications, Inc., on behalf of itself and its affiliated companies ("BellSouth"), and AT&T Corp., on behalf of itself and its affiliated companies ("AT&T") (collectively "the Parties") in connection with AT&T's request for negotiation of interconnection arrangements, services, and network elements under the Telecommunications Act of 1996 (the "Negotiations"), and any proceeding under the Telecommunications Act of 1996 before a State Commission, the Federal Communications Commission, any State or Federal Court, or the United States Department of Justice, or in any other proceeding arising from such request or proceeding (collectively the "Related Proceedings").

AT&T and BellSouth may provide to each other confidential, proprietary or trade secret information for the purposes of the Negotiations or any Related Proceedings. This AGREEMENT is intended to facilitate production of the foregoing without jeopardizing its confidential or proprietary status.

1. "Confidential Information" means all information or data, regardless of the form of media in which it is provided, that is stamped, labeled, or otherwise designated as confidential, proprietary or trade secret information, or which contains other words or symbols clearly indicating that the information is intended to be secure from public disclosure. Confidential Information also includes information that is provided orally or visually if it is identified as being confidential, proprietary or trade secret information when disclosed and is summarized in a writing so marked and delivered to the receiving Party within ten (10) days following such disclosure.

2. All Confidential Information disclosed by the Parties or made available for inspection shall be treated as confidential (unless such status is specifically waived by the disclosing Party pursuant to paragraph 14 (e), infra) and shall be held in confidence and used only in the Negotiations and Related Proceedings, and shall be treated in accordance with the restrictions in this AGREEMENT. Each Party shall treat the other Party's Confidential Information as it treats its own similarly-classified materials.

3. Confidential Information and any summaries or compilations of the whole, or any part thereof, shall not be revealed or distributed to anyone other than the employees or representatives of the Parties to this AGREEMENT who have a "need to know." When requested, and to the extent feasible, a Party shall provide a non-confidential description of the Confidential Information to enable the other Party to determine whether to accept such Confidential Information. Each Party has the right to refuse to accept any Confidential Information under this AGREEMENT, and nothing in this AGREEMENT obligates either Party to disclose to the other Party any particular information.

4. All copies of Confidential Information shall be destroyed or returned at the request of the disclosing Party at the end of Negotiations or at the conclusion of the Related Proceedings whichever is later, as outlined in paragraph 10 below. Notes, memoranda, or other written or recorded materials of any kind (including summaries) which contain Confidential Information shall likewise be destroyed except as necessary for implementation or enforcement of an agreement resulting from these Negotiations.

5. Each Party agrees not to reveal any Confidential Information to its employees or representatives unless such employee or representative first has read this AGREEMENT; to utilize any Confidential Information solely for purposes of preparation for and conduct of the Negotiations and Related Proceedings, if any, and not for any other purpose; and to keep all Confidential Information secure at all times in accordance with the purpose and intent of this AGREEMENT. In order to facilitate the disclosure of Confidential Information in any Related Proceedings, the Parties agree to execute a protective order (or similar order) providing for the confidentiality of the Confidential Information disclosed under this AGREEMENT.

6. This AGREEMENT is intended to establish a procedure for facilitating Negotiations and shall not be construed as an agreement by the Parties that any document, data or information provided under the terms of this AGREEMENT is in fact confidential, proprietary or trade secret information. Both Parties reserve the right to contest at any time whether any particular document, data or information is confidential, proprietary or trade secret information.

7. Mere disclosure by a Party shall not be deemed as a waiver by that Party to the relevancy, materiality, or admissibility of the Confidential Information furnished under this AGREEMENT during the Negotiations or in any Related Proceedings.

8. If a disclosing Party inadvertently fails to properly identify or mark proprietary, confidential or trade secret information for which it desires Confidential Information treatment, it shall so inform the receiving Party in writing within ten (10) days of such discovery. The receiving Party thereupon shall return the unmarked written information and the disclosing Party shall provide properly marked information. The receiving Party's obligations under this AGREEMENT in connection with Confidential Information shall commence upon notice from the disclosing Party of the failure to properly mark or identify the information.

9. Confidential Information, including permitted copies, shall be deemed the property of the disclosing Party. The receiving Party, if requested in writing by the disclosing Party at the end of Negotiations or conclusion of any Related Proceedings, whichever is later, shall return or destroy all Confidential Information (or any designated portion thereof), including all copies thereof, to the disclosing Party. If requested, the receiving Party, within twenty (20) days of the return or

destruction of the Confidential Information, also shall certify in writing that it has satisfied its obligations under this Paragraph.

10. The period of non-disclosure provided for in this AGREEMENT shall automatically cease two years from either the end of Negotiations or the conclusion of any Related Proceedings, whichever is later. The Parties shall have the right to extend this period by mutual written agreement.

11. Neither this AGREEMENT nor any discussions or disclosures hereunder shall (a) be deemed a commitment to any business relationship, contract or future dealing with the other Party, or (b) prevent either Party from conducting similar discussions or performing similar work to that hereunder, so long as such discussions or work do not violate this AGREEMENT.

12. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this AGREEMENT or any disclosure hereunder, except for the right to use Confidential Information in accordance with this AGREEMENT. No warranties of any kind are given with respect to the Confidential Information disclosed under this AGREEMENT or any use thereof, except that the discloser of Confidential Information warrants that it has the authority to make the disclosures contemplated hereunder.

13. This AGREEMENT may not be assigned by either Party without the prior written consent of the other Party which consent may be withheld for any reason or no reason at all. No permitted assignment shall relieve the receiving Party of its obligations hereunder with respect to Confidential Information disclosed to it prior to the assignment. Any assignment in violation of this Paragraph shall be void. This AGREEMENT shall be binding upon the Parties' respective successors and assigns.

14. The obligations of this AGREEMENT shall not apply to any Confidential Information which the receiving Party can demonstrate:

- (a) is or becomes available to the public through no breach of this AGREEMENT;
- (b) was previously known by the receiving Party without any obligation to hold it in confidence;
- (c) is received by the receiving Party from a third party free of any obligation to restrict disclosure of such information;
- (d) is independently developed by the receiving Party without the use of the Confidential Information;
- (e) is approved for release by written authorization of the disclosing Party, but only to the extent of such authorization;

(f) is disclosed in response to valid order of a court of competent jurisdiction or governmental body, but only to the extent of and for the purposes of such order, and only if the receiving Party first notifies the disclosing Party of the order within 48 hours of notice of such order and permits the disclosing Party of the Confidential Information to seek an appropriate protective order.

15. If any provision of this AGREEMENT shall be held invalid or unenforceable, such provision shall be deemed deleted from this AGREEMENT and replaced by a valid and enforceable provision which so far as possible achieves the Parties' intent in agreeing to the original provision. The remaining provisions of this AGREEMENT shall continue in full force and effect.

16. Each Party warrants that it has the authority to enter into this AGREEMENT for itself and its corporate affiliates.

17. This AGREEMENT represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications, agreement and understandings relating thereto. The provisions of this AGREEMENT may not be modified, amended, or waived, except by a written instrument duly executed by both Parties. This AGREEMENT shall be governed in all respects by the domestic laws of the State of Georgia.

BELLSOUTH TELECOMMUNICATIONS, INC.

AT&T CORP.

By: *[Signature]*

By: *[Signature]*

Title: *Lead Negotiator*

Title: *Lead Negotiator*

Date: *4/2/96*

Date: *4/1/96*