

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

**IN THE MATTER OF THE FILING BY TC06-010
QWEST CORPORATION FOR APPROVAL
OF REVISIONS TO ITS EXCHANGE AND CONFIDENTIALITY AGREEMENT
NETWORK SERVICES TARIFF**

This Confidentiality Agreement is made as of the ____ day of February, 2006 by and between Qwest Corporation ("Qwest") and the undersigned participants in Docket No. TC06-010 (referred to as "the Parties").

RECITAL

1. The Parties hereby state that they will, under the terms of the following Confidentiality Agreement, allow inspection and review of certain data and information, claimed by them to be of a confidential nature, to the signators of this Agreement. The Confidential Information sought to be reviewed at this time consists of Qwest's South Dakota E911 Cost Study dated February 2006 provided by Qwest in the above-captioned docket. The Parties anticipate future requests to inspect and review additional data and information, which may also be claimed by the Party who produces the information ("Producing Party") to constitute Confidential Information as defined herein.

2. In connection with this case, the Parties desire to have access to review certain documents of the Producing Party.

3. The Parties submit that some of the documents the other party ("Requesting Party") wishes to review contain Confidential Information, which, if used by the Requesting

Party to advance its own competitive interest or if disclosed to competitors or others, could result in irreparable damage and injury to the Producing Party.

4. The Parties desire to provide a means by which the documents described in Recital No. 3 can be provided to one another for review, but, at the same time, protected from disclosure which could result in irreparable damage or injury to them.

THEREFORE, Qwest and the Parties agree as follows:

1. For the purposes of this Agreement, the following terms shall be defined in the following manner:

(a) "Documents" shall mean and include all documents, data, information, studies, computer programs and other matters furnished in any form in response to any interrogatories or requests for information, subpoenas, depositions or other modes of discovery containing claimed Confidential Information. Such Confidential Information shall be furnished under the terms of this Agreement and shall not be used or disclosed except for the purpose of this proceeding, and solely in accordance with this Agreement. Any and all documents, recorded or graphic matters of any kind whatsoever shall extend to any subsequent compilation, summary, quotation, precise, or reproduction thereof prepared at any subsequent time in any subsequent form or proceeding, in whole or in part.

To the extent there may be information which a party believes requires protection as provided in the Commission's rules, the party shall file the information with the Commission in accordance with the Commission's rules. For purposes of this Agreement, the Parties agree to treat any document containing Confidential Information as a request for confidential treatment of information as required by ARSD 20:10:01:41.

(b) "Confidential Information" shall mean and include any documents and all contents thereof which are marked "CONFIDENTIAL," "PROPRIETARY" or in some similar manner by the Producing Party and Qwest's South Dakota E911 Cost Study furnished by Qwest in this docket with Qwest's Request for Confidential Treatment of Information dated February 16, 2006. "Confidential Information" also could include a response to a discovery request that may reveal that no information or documentation exists, which is responsive to the discovery request.

(c) "Use of Confidential Information and Persons Entitled to Review." All Confidential Information made available pursuant to this Agreement shall be given solely to the Commission or counsel for the Parties and shall not be used or disclosed except for purposes of this proceeding; provided, however, that access to any specific Confidential Information may be authorized by counsel, solely for the purpose of this proceeding, to those persons indicated by the Parties as being their experts or advisors in this matter and who have executed the Nondisclosure Agreement as provided in paragraph 1(d) below. For purposes of this Agreement, disclosure shall be strictly limited to persons employed by the Parties who are directly involved in this case as an attorney, expert or witness. Disclosure shall not be made to any person who is in any manner whatsoever involved in the provisioning, marketing, pricing, or management of any switched access, long distance, or local exchange service by the Parties, or any affiliated enterprise.

(d) "Disclose," "make disclosure of," or "disclosure" shall mean and include the dissemination of any person, firm, corporation or other entity of the contents of a document, whether that dissemination is by means of the transmittal or transfer of the original or a copy of that document or any verbal or other dissemination of the contents of

said document. No access to Confidential Information shall be authorized under the terms of paragraph (c) of this Agreement until the person authorized by counsel to have access, signs a Nondisclosure Agreement in the form that is attached and incorporated as Exhibit A. Persons authorized by counsel to have access and signing Exhibit A shall be deemed "Authorized Persons" under this Agreement. The Nondisclosure Agreement shall require the persons to whom disclosure is to be made to certify in writing that they have read this Agreement, agree to be bound by its terms, and certify that they are not involved in any manner whatsoever in the provisioning, marketing, pricing, or management of any switched access, long distance, or local exchange service by the Parties, and that if they should become involved in the future, they will not disclose or otherwise use any information provided under this Agreement for such purposes. The Nondisclosure Agreement shall contain the signatory's full name, permanent address, and employer, and the name of the party with whom the signatory is associated. This Nondisclosure Agreement shall be delivered to counsel for the Producing Party and the Commission at the time of review of the documents, or as soon as thereafter as practicable.

2. All Confidential Information and the disclosure thereof shall be subject to the following restrictions:

(a) The Parties shall not disclose any Confidential Information to anyone other than an Authorized Person(s) for the sole purpose of such Party's review and analysis of the case.

(b) Whether the Parties have provided Confidential Information in hard copy or in some other form, no Party shall make copies or reproductions of any kind or nature whatsoever of the Confidential Information so supplied except for this proceeding.

(c) The foregoing notwithstanding, no Party may disclose Confidential Information to an Authorized Person(s) unless, prior to the disclosure of such Confidential Information, said Authorized Person(s) has signed the Nondisclosure Agreement attached hereto as Exhibit A.

3. In the event that other parties participating in this docket (“Other Requesting Parties”) wish to review and inspect documents covered by this Agreement, they may do so provided such parties execute the Nondisclosure Agreement in the form that is attached and incorporated as Exhibit A.

4. Delivery of Documentation. Where feasible, Confidential Information will be marked as such and delivered to counsel and counsel may make documents available for inspection by counsel and Authorized Persons, as defined in paragraph 1(c).

5. In the event that a Party objects to another Party’s designation of a document or its contents as Confidential Information, the materials shall be treated as Confidential Information until a contrary ruling by the Commission or, if appropriate, a court of competent jurisdiction. Prior to the time any objection to a designation of Confidential Information is brought before the Commission or a court of competent jurisdiction for resolution, the Parties shall attempt to resolve the objection by agreement. If the Parties are unable to reach an agreement, then either or any of them may bring the objection before the Commission or court of competent jurisdiction in accordance with the applicable rules of that forum. The party bringing the objection before the Commission or court of competent jurisdiction has the burden of satisfying the Commission or court of the need for protection or production.

6. In the event a Party desires to disclose Confidential Information to a person, firm, corporation or entity other than an Authorized Person, such Party shall designate the Confidential Information it wishes to disclose, identify the persons or entities to whom it wishes to make disclosure and advise the Producing Party in writing of its desire to make such disclosure. If, after the Producing Party's receipt of such communication from the Party who seeks disclosure, the two parties are unable to agree on the terms and conditions of such disclosure, such disclosure may be made only on such terms and conditions as the Commission or, if appropriate, a court of competent jurisdiction may order.

7. Nothing in this Agreement shall preclude a Party from using or disclosing any Confidential Information it has produced, i.e., its own information, for any purpose or to any person.

8. Nothing in this Agreement shall preclude any Party from refusing to make any disclosure of any Confidential Information to another party even if the party agrees that such disclosure shall be in accordance with the terms of this Confidentiality Agreement.

9. All persons who are afforded access to any Confidential Information by reason of this Agreement shall neither use nor disclose the Confidential Information for purposes of business or competition, or any other purpose other than the purposes of preparation for and conduct of this proceeding, and then solely as contemplated here, and shall take all reasonable precautions to keep the Confidential Information secure and in accordance with the purposes and intent of this Agreement. No party receiving Confidential Information pursuant to this Agreement may copy, microfilm, microfiche, or otherwise reproduce such Confidential Information without the written consent of the Party who produced such information.

10. The parties and non-parties further retain the right to question, challenge, and object to the admissibility of any and all data, information, studies, and other matters furnished under the terms of this Agreement or a commission issued Protective Order on the grounds of relevancy or materiality.

11. This Agreement shall in no way constitute a waiver of the rights of any party or person to contest any assertion or finding of a trade secret, confidentiality, or privilege or to appeal any determination of the Commission or any assertion by a party.

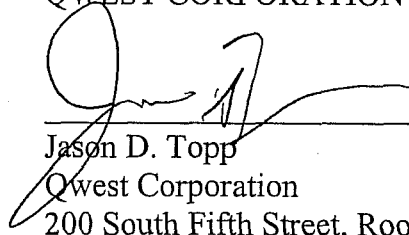
12. The provisions of this Agreement are specifically intended to apply to information supplied by any party to this proceeding, and any nonparty that supplies documents, testimony, or other information pursuant to process issued by the Commission. Within ten (10) days after the final disposition of the case, including any and all appeals therefrom, all hard copy, other originals and any reproductions of all documents containing Confidential Information subject to this Confidentiality Agreement shall be returned to the Party who produced it.

13. The provisions of this Confidentiality Agreement, insofar as they restrict the disclosure and use of Confidential Information governed by this Confidentiality Agreement, shall, without the written permission of the Party who produced such information or further order of the Commission or, if appropriate, a court of competent jurisdiction, continue to be binding after the conclusion of the case.

14. The attorneys for the parties to this Confidentiality Agreement have authority to sign the Agreement and to bind the companies and their employees to the terms herein.

WHEREFORE, the undersigned have set their hands and seals as of the date set forth above.

QWEST CORPORATION



Jason D. Topp
Qwest Corporation
200 South Fifth Street, Room 2200
Minneapolis, MN 55402
(612) 672-8905

STAFF OF THE PUBLIC UTILITIES
COMMISSION

By: _____

Its: _____

EXHIBIT A
NONDISCLOSURE AGREEMENT IN TC06-010

I hereby agree that I have read the CONFIDENTIALITY AGREEMENT dated as of the ___ day of February, 2006, between Qwest Corporation and the Staff of the Public Utilities Commission in this Docket TC06-010 and agree to be bound by the terms thereof. I hereby certify that I am not involved in any manner whatsoever in the provisioning, marketing, pricing or management of any switched access, long distance or local exchange service by any telecommunications services provider, or any affiliated enterprise, and that if I should become so involved in the future, I will not disclose or otherwise use any information provided under this Agreement.

Name (Please Print)

Employer or Firm

Detailed Description of Position and Responsibilities with Employer or Firm

Business Address

Date

Signature