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A PROFESSIONAL SERVICE CORPORATION

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May 11, 1992

Mr. Paul Curl, Secretary
Washington Utilities and
Transportation Commission
1300 S. Evergreen Park Drive S.W.
P.O. Box 47250
Olympia, WA 98504-7250

Re: UT-920373

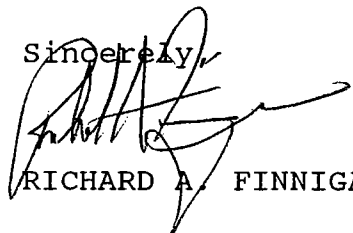
Dear Mr. Curl:

The purpose of this letter is to formally file the Nondisclosure Agreement and Docket Form which are attachments "A" and "B" to the proposed Rules of Procedure for the WECA Tariff Bureau. This was suggested by Mr. Goltz at the Commission's May 6, 1992 open meeting.

This information had been previously provided to Commission staff, but not formally filed with the Commission.

Thank you for your attention to this matter.

Sincerely,



RICHARD A. FINNIGAN

RAF/jh
cc Bob Smith
Craig Phillips

WASHINGTON EXCHANGE CARRIER ASSOCIATION
DOCKET PROPOSAL FORM

(Do not write in this space)

Docket # _____ Proponent's File # _____

Date: _____

Proposal by: _____

Mailing address: _____

(1) Proposal: _____

Signed: _____

Title: _____

(DO NOT WRITE BELOW THIS LINE-OFFICE USE ONLY)

(2) Date received by Administrator: _____

Date assigned for Initial Board Action: _____

Administrator's Signature: _____

(3) Initial Board Action:

Assigned to Special Committee: _____

Assigned for Board Hearing: _____

Assigned for Special Study: _____

Other: _____

President's Signature: _____

(4) Final Action:

Approved: _____ Disapproved: _____

Approved as amended: _____ Other: _____

President's Signature: _____

EXHIBIT A

Development of Docket Proposals:

Development of docket proposals is the responsibility of individual members or other parties desiring to initiate the docket process.

Members should avoid joint consultations relating to dockets prior to filing with WECA and issuance of the WECA docket notice. Joint consultations should thereafter be held only in connection with WECA meetings assigned for consideration of docketed items. If exchanges of information or data are required for Board, study committee or special committee consideration of docket items, all requests for data and exchanges should be routed through the Administrator and be made a part of the record in the matter.

If WECA consideration of a docket proposal results in approval, members may thereafter consult with the Administrator, with counsel or among themselves as necessary to prepare regulatory sanction of approved proposals. Even in this environment joint consultations should, however, be limited as severely as proper management of the case will permit and be held in close coordination with the Board, the Administrator and counsel.

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is entered into this ____ day
of _____, 199__, by and between _____

a Washington corporation, (the "Company"), and U S WEST
Communications, Inc., a Colorado corporation, ("USWC").

1. This agreement expresses the terms and conditions under
which the Company will allow USWC to review the Company's
proprietary and confidential information ("Information") provided
to the Washington Exchange Carrier Association ("WECA") in support
of a filing of the WECA tariff bureau in which the Company
participates filed with the Washington Utilities and Transportation
Commission ("WUTC") after the date of this agreement.

2. This agreement shall commence on the date of execution
first set forth above shall be a continuing obligation of USWC.

3. The Information shall be all of the Company Information
provided to WECA in support of a filing by the WECA tariff bureau
in which the Company participates ("Filing"). Specifically, this
Information is the Minutes of Use incorporated into the development
of tariff rates for the particular tariff under review and Part 36
and Part 67 and/or 69 cost studies. This Information shall be
reviewed by USWC only in the offices of WECA or at such other
location as may be mutually agreed by the Company and USWC.

3A. USWC shall have the right to directly request from the Company additional information which may arise as a result of its review of the Information provided by WECA. The Company shall respond to such a request within a reasonable period of time.

4. With respect to the Information disclosed under this agreement, USWC shall:

- a. hold the Information in confidence using the same degree of care to avoid disclosure to any third party as is used with respect to its own confidential information;
- b. restrict disclosure of the Information solely to those USWC employees having a need to know for the purposes identified in subparagraph 4.d. and who have signed an agreement in the form as set forth in Exhibit A;
- c. advise those employees of their obligations with respect to the Information; and
- d. use the Information only for the purposes of reviewing the Company's participation in the Filing and in making a determination whether to oppose or support the Filing, except as may be otherwise mutually agreed upon in writing by the Company and USWC.

5. USWC shall have no obligation to preserve the confidential nature of any Information which:

- a. was previously known by USWC free of any obligation to keep confidential; or
- b. is or becomes publicly available without limits on disclosure by other than unauthorized disclosure; or
- c. is approved for release by written authorization to USWC from the Company; or
- d. is required to be disclosed by USWC pursuant to any applicable statute, law, rule, or regulation of any governmental authority or pursuant to an order of

any court of competent jurisdiction (except if disclosed pursuant to a protective order); provided, however, that USWC shall first provide the Company with prior written notice of the requested disclosure, which shall be received by the Company at least five (5) business days in advance of the date of disclosure, and shall cooperate in all reasonable efforts of the Company to obtain prior to disclosure such legal protection as may be available with respect to the confidentiality of the Information.

6. The Information shall be deemed the property of the Company. Nothing contained in this agreement shall be construed as granting or conferring any rights by license or otherwise in any Information disclosed.

7. If a protective order is issued by the Washington Utilities and Transportation Commission applying to any portion of the Information for any Filing, as between the parties to this agreement, the terms and conditions of this agreement shall be in addition to the terms and conditions of such protective order, and this agreement shall survive and control the disclosure and use of Information for other than the specific procedures to which the protective order applies. USWC may use information gained under such protective order in accordance with the terms of the protective order in the proceeding to which the protective order applies, and such use will not violate this agreement.

8. The Company shall not be held liable (1) for errors or omissions in, or (2) arising out of USWC's use of any Information subject to this agreement; and nothing in this agreement shall be construed so as to either obligate or preclude the provision of any

Information by the Company to USWC or to any other person or entity.

9. USWC may take notes of Information reviewed. However, any such notes shall be treated in all respects as Information governed by this agreement.

10. USWC acknowledges that the Information of the Company constitutes a unique, valuable and special business asset of the Company, and that disclosure thereof may cause irreparable damage to the Company. Accordingly, USWC agrees that the Company shall be entitled to injunctive relief upon the finding by a court of competent jurisdiction of breach of any provision of this agreement, which relief shall be in addition to any other remedies which may be available to the Company as a result of the breach.

11. This agreement shall bind the parties hereto and all of their respective parents, subsidiaries and/or affiliated entities. Neither this agreement nor any rights hereunder shall be sold, assigned or otherwise transferred by USWC to any third party without prior, written permission of the Company.

12. This agreement and the parties' actions under this agreement shall comply with all applicable federal, state and local laws and governmental agency orders. If a court or governmental agency with proper jurisdiction determines that this agreement or any provision of this agreement is unlawful, this agreement, or that provision of this agreement, shall terminate. If a provision of this agreement is so terminated but the parties legally, commercially, and practicably can continue this agreement without

the terminated provision, the remainder of this agreement shall continue in effect.

13. This agreement shall be governed by and construed under the laws of the State of Washington.

14. Subject to paragraph 7 above, this agreement constitutes the entire agreement between the parties related to inspection and disclosure of the Information and supersedes any and all prior agreements, oral or written, with regard to the inspection, disclosure, protection and use of the Information. The parties have executed, and may in the future execute, non-disclosure agreements related to other information. This agreement is not meant to supersede, annul, or preclude any such other agreements as may now exist or which may be executed in the future.

The parties hereby execute this agreement through their duly authorized representatives.

COMPANY:

US WEST COMMUNICATIONS, INC.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT "A"

AGREEMENT CONCERNING CONFIDENTIAL INFORMATION

I, _____, an employee of USWC, hereby agree to comply with and be bound by the Non-Disclosure Agreement ("Agreement") to which this is an Exhibit, entered into by and between _____ and USWC, entered into on _____, 199__, and further agree not to disclose or use the Information reviewed under the Agreement, other than as expressly authorized in the Agreement. I acknowledge that I have reviewed the Agreement and fully understand its terms and conditions.

Signature: _____

Typed Name: _____

Title: _____

Address: _____

