
CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. **Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.**

1. PARTIES *Requesting Carrier* *Affected Carrier*

Name of Party:
Contact for Processing Questions:
 Name:
 Telephone:
 E-mail:
Contact for Legal Questions (if different):
 Name:
 Telephone:
 E-mail:
Other Persons wanting E-mail service of documents (if any):
 Name:
 E-mail:

2. TYPE OF FILING (Check all that apply. For example, parties seeking to adopt a previously approved agreement with new negotiated amendments should check both “Adoption” and “Amendment” categories.)

___ Adoption: Adopts interconnection agreement previously approved by the Commission.
Parties to prior agreement _____ & _____
Approved in Docket ARB _____, Order No(s). _____
• Does filing adopt amendments to base agreement previously approved by the Commission?
 ___ NO
 ___ YES, approved in Docket ARB _____, Order No(s). _____

___ New Agreement: Seeks approval of new negotiated agreement.
• Does this filing replace an agreement between the same parties that was previously approved by the Commission?
 ___ NO
 ___ YES, approved in Docket ARB _____, Order No(s). _____

___ Amendment: Amends an existing carrier-to-carrier agreement.
• If the original agreement was negotiated, has it been approved by Commission?
 ___ NO, decision pending in Docket ARB _____
 ___ YES, approved in Docket ARB _____, Order No(s). _____
• If original agreement was an adoption, what was its docket number? Docket ARB _____

___ Other: Please explain.

BUSINESS ESCALATION AGREEMENT

This Business Escalation Agreement ("Agreement") is entered into this 20th day of February, 2004, by and between Qwest Corporation, a Colorado corporation ("Qwest") and MCI WORLDCOM Network Services, Inc. and its affiliates ("MCI"), on behalf of themselves and their affiliates and subsidiaries, for consideration of the mutual promises herein and other good and valuable consideration. The parties agree to: (1) arrange Executive-Level meetings as necessary between executives of each company to address unresolved and/or anticipated business issues; and (2) establish and follow escalation procedures designed to facilitate and expedite business-to-business dispute solutions.

1. EXECUTIVE-LEVEL MEETINGS

Beginning upon the date of full execution of this Agreement, the parties agree to attend and participate in executive meetings as necessary, the purpose of which will be to address and discuss issues, open items or disputes, and future business needs. The participants in the meeting will include executives from both companies at the vice-president and/or above level.

2. BUSINESS ESCALATION PROCEDURES

The parties wish to establish an improved business-to-business relationship and agree that they will attempt to resolve business issues that may arise between them, in accordance with the escalation procedures set forth herein. The parties agree, subject to any subsequent written agreement between the parties, to: (1) utilize the following escalation process and time frames to resolve such disputes; (2) commit the time, resources and good faith necessary to meaningful dispute resolution; (3) grant to one another, at the request of the other party, reasonable extensions of time at Levels 1 and 2 of the dispute resolution process to facilitate a business resolution.

Level	Participants	Time frame for discussions
LEVEL 1	Directors	15 business days
LEVEL 2	Vice Presidents	10 business days
LEVEL 3	Senior and/or Executive Vice Presidents	5 business days

In the event mutually agreeable resolution is not achieved, either party may seek legal, regulatory, or other relief.

Notwithstanding the above escalation procedures, the parties expressly reserve the right to pursue legal, regulatory, and/or other relief at any time

before any court, administrative agency, or other body as each party, in its sole discretion, deems appropriate or necessary to protect its interests. In the event either party avails itself of such right to relief, the other party may, to the extent feasible, accelerate the escalation process so as to reach Level 3 prior to the time at which a responsive filing would be required of that party.

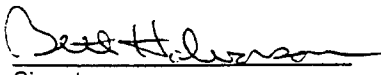
If reporting or filing obligations or requirements are imposed upon Qwest by any third party or regulatory agency in connection with this Agreement, MCI agrees to assist Qwest in complying with such obligations and requirements, as reasonably required by Qwest and to hold Qwest harmless for any failure by MCI in this regard. MCI also acknowledges that Qwest may, in its sole discretion and to the extent that Qwest determines that this Agreement contains an ongoing term of interconnection, file this Agreement with a state commission pursuant to 47 U.S.C. § 252.

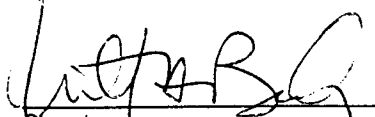
In the event either party pursues legal, regulatory, or other relief, both parties agree that they will continue to use this escalation process in an attempt to continue to seek settlement of that dispute and other disputes that may exist at that time or subsequently arise between the parties.

If the parties agree with the terms set forth above, they will each execute a copy of this Agreement in the signature spaces provided on the last page. Upon signature of both parties, the parties will be bound as of the date set forth above by the terms set forth herein, through March 31, 2007. This Agreement may be executed in counterparts and exchanged by facsimile.

Qwest Corporation

MCI WORLDCOM Network
Services, Inc. and its affiliates

By: 
Signature

By: 
Signature

Beth Halvorson
Printed Name

MICHAEL A. BEAZLEY
Printed Name

Its: VP-Wholesale Strategic Accounts
Title

Its: VICE PRESIDENT
Title

Legal Review by J. Monahan