

UT-110567-AF
CM-511211
No Action
Qwest.
Spirit of Service

Qwest Corporation
1600 7th Avenue, Room 1506
Seattle, Washington 98191
(206) 345-1568
Facsimile (206) 343-4040

Mark S. Reynolds
Assistant Vice President
Public Policy & Regulatory Affairs

March 29, 2011

Mr. David Danner, Executive Director and Secretary
Washington Utilities and Transportation Commission
P.O. Box 47250
Olympia, Washington 98504-7250

Attn: Betty Erdahl

RE: WAC 480-120-375 Affiliated Interest Agreement

Dear Mr. Danner:

In accordance with WAC 480-120-375, Qwest Corporation is filing notification of the enclosed affiliated interest agreement between Qwest Corporation (QC) and CenturyLink. This is a new agreement entitled Confidentiality/Reciprocity of Release of Information Agreement, including Amendment 1. Also enclosed is a verified statement.

Please call Joyce McDonald on 206 345-1514 if you have any questions or require any additional information.

Very truly yours,



for Mark Reynolds

Enclosures

2011 MAR 31 11:11

Amendment
Confidentiality/Reciprocity Release of Information Agreement or between
Qwest Corporation and

for the State(s) of Iowa, Minnesota, Washington, Oregon, Montana, Idaho, Colorado,
Wyoming, and Nevada

This is an Amendment ("Amendment") for Category 11 mechanized records to the Confidentiality/Reciprocity Release of Information Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and CenturyTel of Chester, Inc. (OCN 1126), CenturyTel of Postville, Inc. (OCN 1274), CenturyTel of Minnesota, Inc. (OCN 1445), CenturyTel of Washington, Inc. (OCN 2408), CenturyTel of Inter Island, Inc. (OCN 2422), CenturyTel of Oregon, Inc. (OCN 2395), CenturyTel of Eastern Oregon, Inc. (OCN 2360), CenturyTel of Montana, Inc. (OCN 2249), CenturyTel of the Gem State Idaho, Inc. (OCN 2223, 4437), CenturyTel of the Gem State Nevada, Inc. (4438), CenturyTel of Eagle, Inc. (OCN 2185), and CenturyTel of Wyoming, Inc. (OCN 2299), (CenturyTel"). CENTURYTEL and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CENTURYTEL and Qwest entered into a Confidentiality/Reciprocity Release of Information Agreement ("Agreement"), for service in the state(s) of Iowa, Minnesota, Washington, Oregon, Montana, Idaho, Colorado, Wyoming, and Nevada; and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by modifying and adding terms, conditions and rates for Category 11 mechanized records as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective on August 10, 2002.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

CenturyTel

William H. Weinman
Signature

WILLIAM H WEINMAN
Name Printed/Typed

MANAGER CARRIER RELATIONS
Title

9/3/02
Date

Qwest Corporation

Thomas P. Staebell
Signature

Thomas P. Staebell
Name Printed/Typed

Sr. Team Leader
Title

9/13/02
Date

Attachment 1

ATTACHMENT 1

In Section 1. add the following sentence to the end of the Section:

Qwest will charge CENTURYTEL \$0.0025 for a Category 11 mechanized record.

Add a new Section 12 to read as follows:

12. Notwithstanding anything to the contrary, neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party. Nothing in this section shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings.

**CONFIDENTIALITY/RECIPROCITY
OF
RELEASE OF INFORMATION AGREEMENT**

This Confidentiality/Reciprocity of Release of Information Agreement ("Agreement") is made by and between U S WEST Communications, Inc., a Colorado corporation ("U S WEST"), and Pacific Telecom, Inc., a Washington corporation, by and on behalf of its subsidiary companies: Northwestern Telephone Systems, Inc., Eagle Telecommunication, Inc./Colorado, GEM State Utilities Corporation, Telephone Utilities of Wyoming, Inc., Telephone Utilities of Oregon, Inc., Telephone Utilities of Eastern Oregon, Inc., Telephone Utilities of Washington, Inc., Inter-Island Telephone Company, Northland Telephone Company (Collectively "PTI Communications") ("EC" or "Exchange Carrier"). The Service(s) described in this Agreement shall be performed in the States of Oregon, Washington, Montana, Idaho, Wyoming, Colorado and Minnesota.

1. This Agreement is made in order for each party to obtain from the other certain technical and business information related to wireless network usage data under terms that will protect the confidential and proprietary nature of such information. Specifically, USWC and EC will exchange wireless network usage data originated by a Wireless Service Provider (WSP) where the NXX resides in a wireless carrier switch, and that switch functions as a Class 5 end office in the public switched telephone network depicting local and/or toll traffic, originating from the WSP, interconnected by USWC or EC on a LATA wide basis, and terminated within USWC's or EC's network. Each party agrees to provide to the other wireless network usage data upon current and/or future USWC or EC interconnection with a wireless service provider. Each party further agrees to provide the other with the information required in Attachment I to this Agreement, which is attached hereto and incorporated herein by this reference.

2. As used herein, "Confidential Information" shall mean all information reasonably related to network usage data for all network traffic for all calls originating from WSPs which are interconnected by either party on a LATA wide basis and terminated within either parties' network, furnished, in whatever tangible form or medium, or disclosed by one party to the other, which is marked as confidential or proprietary, or, for information which is orally disclosed, the disclosing party indicates to the other at the time of disclosure the confidential or proprietary nature of the information and reduces orally disclosed Confidential Information to writing and provides it to the receiving party within twenty (20) days after such disclosure which is also marked as confidential. All usage information exchanged between the parties on any medium which contains usage information of the minutes of termination of either party or a third party's network, whether marked confidential or not, is considered Confidential Information. Said Confidential Information shall be used by the parties for billing purposes only.

3. This Agreement shall become effective January 1, 1997, and shall continue in full force and effect unless one party terminates this Agreement upon sixty (60) days written notice to the other in accordance with Paragraph 11 below. Notwithstanding the termination of this Agreement, each party agrees to treat such Confidential Information as confidential for a period of three (3) years from the date of receipt of same unless otherwise agreed to in writing by both parties. In handling the Confidential Information, each party agrees: (a) not to copy such Confidential Information of the other, except for billing purposes, unless specifically authorized; (b) not to make disclosure of any such Confidential Information to anyone except employees and subcontractors of such party to whom disclosure is necessary for the purposes set forth above; and (c) to appropriately notify such employees and subcontractors that the disclosure is made in confidence and shall be kept in confidence in accordance

with this Agreement. The obligations set forth herein shall be satisfied by each party through the exercise of at least the same degree of care used to restrict disclosure of its own information of like importance. Notwithstanding the foregoing, disclosure may be made under the circumstances set forth in Section 7 of this Agreement.

4. Each party agrees that in the event permission is granted by the other to copy Confidential Information, or that copying is otherwise permitted hereunder, each such copy shall contain and state the same confidential or proprietary notices or legends, if any, which appear on the original. Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

5. The obligations imposed by this Agreement shall not apply to any information that: (a) is already in the possession of, is known to, or is independently developed by the receiving party; or (b) is or becomes publicly available through no fault of the receiving party; or (c) is obtained by the receiving party from a third person without breach by such third person of an obligation of confidence with respect to the Confidential Information disclosed; or (d) is disclosed without restriction by the disclosing party; or (e) is required to be disclosed pursuant to the lawful order of a government agency or disclosure is required by operation of the law.

6. Except for the obligations of use and confidentiality imposed herein, no obligation of any kind is assumed or implied against either party by virtue of the party's meetings or conversations with respect to the subject matter stated above or with respect to whatever Confidential Information is exchanged. Each party further acknowledges that this Agreement and any meetings and communications of the parties relating to the same subject matter, including the exchange of Confidential Information, shall not: (a) constitute an offer, request, or contract with the other to engage in any research, development or other work; (b) constitute an offer, request or contract involving a buyer-seller relationship, joint venture, teaming or partnership relationship between the parties; or (c) impair or restrict either party's right to make, procure or market any products or services, now or in the future, which may be similar to or competitive with those offered by the disclosing party, or which are the subject matter of this Agreement, so long as that party's obligations of confidentiality under this Agreement are not breached. The parties expressly agree that any money, expenses or losses expended or incurred by each party in preparation for, or as a result of this Agreement or the parties' meetings and communications, is at each party's sole cost and expense.

7. Without the prior consent of the other party, neither party shall disclose to any third person the existence or purpose of this Agreement, the terms or conditions hereof, or the fact that discussions are taking place and that Confidential Information is being shared, except as may be required by law, regulation or court or agency order or demand, and then only after prompt prior notification to the other party of such required disclosure. The parties also agree that neither party shall use any trade name, service mark, or trademark of the other or refer to the other party in any promotional activity or material without first obtaining the prior written consent of the other party.

8. Neither this Agreement nor any rights hereunder in whole or in part shall be assignable or otherwise transferable by either party and the obligations contained in this Agreement shall survive and continue after termination of this Agreement, provided, that either party may assign or transfer this Agreement and rights and obligations hereunder to any current or future Affiliates or successor company if such assignee agrees in writing to the terms and conditions herein.

9. Any claim, controversy or dispute between the parties, their agents, employees, officers, directors or affiliated agents ("Dispute") shall be resolved by arbitration conducted by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all Disputes. The arbitrator shall have authority to award compensatory damages only. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The laws of Colorado shall govern the construction and interpretation of the Agreement, and the arbitration shall occur in Denver, Colorado. It is expressly agreed that either party may seek injunctive relief in an appropriate court of law or equity pending an award in arbitration.

10. This Agreement, together with any and all exhibits incorporated herein, constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement. No provision of this Agreement shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is made in writing and signed by both parties. This Agreement supersedes all previous agreements between the parties relating to the subject matter hereof.

11. Any notice to be given hereunder by either party to the other, shall be in writing and shall be deemed given when sent either by mail to the address listed below or by facsimile with a confirmation copy sent by mail.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this Agreement as of the date first stated above.

U.S. WEST Communications, Inc.



Signature

Keith Galitz

Printed Name

General Manager - WLM

Title

10/7/97

Date

PTI Communications



Signature

Lawrence W. Hull

Printed Name

Assistant Vice President

Title

10/9/97

Date

Contacts for Notices:

Nancy Batz
Senior Access Manager
421 SW Oak, Room 830
Portland, Oregon 97204
(503) 242-6054

Lawrence W. Hull
Assistant Vice President
P O Box 9901
Vancouver, WA 98668-8701
(360) 905-5850

ATTACHMENT 1

DATA REQUIRED BY THE PARTIES TO PROCESS USAGE DATA:

<u>Operating Company Number (OCN)</u>	<u>State</u>	
<u>PTI Communications:</u>		
TUOR	2395	OR
TUEA	2360	OR
EGVL	2185	CO
NRLD	1445	MN
TUDC	2408	WA
IRLD	2422	WA
WMNG	2299	WY
NOWE	2249	MT
GSUS	4437	ID
	4438	NV
<u>U S WEST Communications, Inc.:</u>		
	9631	MN
	9636	MT/ID/CO/WY
	9638	OR/WA

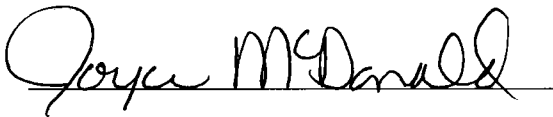
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

Qwest Corporation

WAC 480-120-375 states:

Every public service company must file a verified copy, or a verified summary, if unwritten, of contracts or arrangements with affiliated interests before the effective date of the contract or arrangement. Verified copies of modifications or amendments to the contract or arrangements must be filed before the effective date of the modification or amendment. If the contract or arrangement is unwritten, then a public service company must file a verified summary of any amendment or modification. The Commission may institute an investigation and disapprove the contract or arrangement if the commission finds the public service company has failed to prove that it is reasonable and consistent with the public interest.

Joyce L. McDonald, Lead Finance/Business Analyst of Qwest Corporation certifies that the attached Confidentiality/Reciprocity of Release of Information Agreement, including Amendment 1, describes the affiliate arrangement between Qwest Corporation and CenturyLink.

A handwritten signature in black ink that reads "Joyce McDonald". The signature is written in a cursive style and is positioned above a horizontal line.

Joyce L. McDonald

Dated at Seattle this 29th day of March, 2011.