

UT-110575-AF
OM-S/12/11
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 Proprietary Information Agreement (Pacific Telecom, Inc.). 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

PROPRIETARY INFORMATION AGREEMENT
(Oregon and Washington)

This Agreement between Pacific Northwest Bell Telephone Company, a Washington corporation, and Pacific Telecom, Inc., a Washington corporation, expresses the terms and conditions under which each Company from time to time hereafter discloses or furnishes to the other Company Proprietary Information.

As used in this Agreement, the term Proprietary Information means information which is, in fact, proprietary in nature and which is labeled "Proprietary."

All Proprietary Information shall be deemed the property of the providing Company and, when in tangible form, shall be returned upon request. Unless any such information was previously known, or subsequently becomes known, to the receiving Company free of any obligation to the providing Company to keep it confidential, or has been or is subsequently made public by the providing Company, or is explicitly agreed to in writing by the providing Company not to be regarded as confidential, then, except as may be provided elsewhere in this Agreement, it (1) shall be held in confidence by the receiving Company and its employees, contractors or agents, (2) shall be disclosed to only those employees, contractors or agents of the receiving Company who have a need for it in connection with the provision of telecommunications service in which both Companies participate or which is offered by both Companies pursuant to common tariffs, or for use associated with evaluating and/or consummating any sale of exchange assets or transfer of exchange territory, and (3) may be used for other purposes only upon such terms and conditions as may be mutually agreed upon by both Companies in writing.

Interconnection standards that either Company has a legal obligation independent of this Agreement to provide to the other Company shall not be considered Proprietary Information.

In the event that any subpoena or other legal process requires, or any State or Federal regulatory agency requests, the receiving Company to disclose or produce any Proprietary Information received from the providing Company, the receiving Company will give immediate verbal notice to the providing Company, followed within ten (10) days by written notice, of such fact so that the providing Company may assert directly to the requesting authority the proprietary nature of the information and seek such protection, including protective orders, as may be appropriate; provided, however, that nothing contained in this Agreement shall prohibit the receiving Company from complying in a timely manner with any such subpoena, legal process or request.

Any technical Proprietary Information so provided which relates to equipment manufactured or furnished by each Company's manufacturer or supplier shall be used by the receiving Company only for ordering, installation, maintenance, operation and repair of such equipment. Such information shall not be used or furnished for any manufacturing purposes; however, electrical interface requirements included in such technical information may be used or furnished to expedite the provision of specific station and trunk or toll or special service circuit arrangements as may, from time to time, be required by the

receiving Company in order to provide telecommunications service in which both Companies participate or which is offered by both Companies pursuant to common tariffs.

No rights are granted by this Agreement expressly or impliedly with respect to the invention of any patent.

For purposes of this Agreement, no information shall be deemed to be Proprietary Information or subject to the restrictions imposed by this Agreement subsequent to the expiration of three (3) years after the date on which such information was first furnished to the receiving Company by the providing Company, unless otherwise agreed in writing by both Companies.

Nothing contained in this Agreement shall be construed to prevent the receiving Company from disclosing or otherwise using in any legal proceeding to which the receiving Company and the providing Company are both parties, any information which would otherwise be subject to this Agreement.

Neither party hereto shall be held to any liability (1) for errors or omissions in, or (2) arising out of the receiving Company's use of, any Proprietary 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 either Company to the other Company.

This Agreement is for the sole benefit of the parties hereto, and no interest arising hereunder may be assigned or otherwise transferred.

This Agreement will become effective January 1, 1984, and will continue in force until terminated by thirty (30) days' prior notice in writing from either Company to the other.

PACIFIC NORTHWEST BELL
TELEPHONE COMPANY

By *R. Eade*
Director
Exchange Carrier
Marketing Ventures

MAR 20 1985
Date of Execution

PACIFIC TELECOM, INC.

By *[Signature]*
Senior Vice President

4-18-85
Date of Execution

12020402

FORM APPROVED
Date 1/21/85
By *[Signature]*
Legal Department

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 Proprietary Information Agreement (Pacific Telecom, Inc.) describes the affiliate arrangement between Qwest Corporation and CenturyLink.

A handwritten signature in black ink, reading "Joyce L. McDonald", written over a horizontal line.

Joyce L. McDonald

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