

Qwest Corporation

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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 Nondisclosure Agreement. 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

NONDISCLOSURE AGREEMENT

This Agreement is made as of the 1st day of JULY, 1987, between Pacific Northwest Bell Telephone Company, hereinafter "PNB", a Washington corporation and Inter Island Telephone Company, Peninsula Telecommunications, Inc., and Telephone Utilities of Washington, Inc., Washington corporations which are subsidiaries of Pacific Telecom, Inc., a Washington corporation, hereinafter called "EC", as follows:

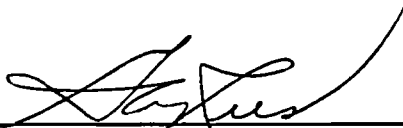
1. In connection with the provision of exchange data furnished for the purpose of analyzing potential purchases, sales or trades of exchanges, the parties may from time to time disclose to each other certain specifications, drawings, data, computer programs, documentation or other technical or business information which the disclosing party has marked "Confidential," "Proprietary" or the like or otherwise disclosed in a manner consistent with its proprietary and confidential nature (herein "Information").
2. With respect to Information disclosed under this Agreement, the receiving party shall:
 - a. hold the Information in confidence;
 - b. restrict disclosure of the Information solely to those employees, contractors and agents having a need to know in connection with provision of exchange and exchange access services, and not disclose it to any other parties;
 - c. inform its employees of the proprietary nature of the Information and require appropriate safeguards of Information in the contracts with contractors, vendors and agents; and
 - d. use the Information only for the purposes hereunder, except as may otherwise be mutually agreed upon in writing.
3. The receiving party shall have no obligation with respect to any Information which:
 - a. was previously known to the receiving party free of any obligation to keep it confidential; or
 - b. is received from a third party without similar restriction and without breach of this Agreement; or
 - c. is disclosed to third parties by the disclosing party without similar restrictions; or
 - d. is or becomes publicly available by other than unauthorized disclosure hereunder; or
 - e. is independently developed by the receiving party; or


- f. is approved for release by written authorization of the disclosing party; or
 - g. is required to be disclosed pursuant to any applicable statute, law, rule, or regulation of any governmental authority or pursuant to an order of any court of competent jurisdiction provided that the receiving party shall advise the disclosing party of the request for disclosure in sufficient time for the disclosing party to apply for such legal protection as may be available with respect to the confidentiality of the Information.
4. The Information shall be deemed the property of disclosing party and receiving party agrees that it shall not be reproduced or copied except as required for purposes outlined above, and that upon request, all such Information in tangible form will be returned to the disclosing party or destroyed.
 5. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Information disclosed.
 6. This Agreement shall benefit and be binding upon the parties hereto and shall not be sold, assigned nor otherwise transferred.
 7. The obligation of the receiving party hereunder with respect to Information shall apply and continue to be maintained for a period of five (5) years after the date on which such Information was first furnished to the receiving party by the disclosing party, unless otherwise agreed to in writing by both parties.
 8. This Agreement shall be governed by and construed under the laws of the State of Washington
 9. The parties agree to indemnify and hold each other harmless (1) for errors or omissions in, or (2) for any claims arising out the receiving Company'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 either party to the other.
 10. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, oral or written, with regard to the disclosure, protection and use of Confidential Information.

11. This Agreement may be amended in whole or in part upon written agreement by both parties.

PACIFIC NORTHWEST BELL
TELEPHONE COMPANY

PACIFIC TELECOM, INC.

By 
Director - Exchange
Carrier Marketing

By 
Executive Vice President

AUG 20 1987
Date of Execution

October 8, 1987
Date of Execution

FORM APPROVED
Date 12/8/86
By MKH
Legal Department
Pacific Northwest Bell

0969U
12/86

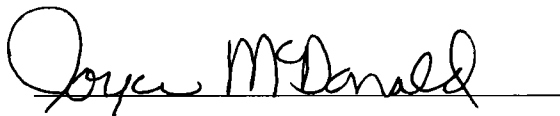
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

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 Nondisclosure Agreement describes the affiliate arrangement between Qwest Corporation and CenturyLink.

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

Joyce L. McDonald

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