



South Texas Project Electric Generating Station P.O. Box 289 Wadsworth, Texas 77483

February 10, 2000
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File No.: G25
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Mr. Ellis W. Merschoff
Regional Administrator, Region IV
U.S. Nuclear Regulatory Commission
611 Ryan Plaza Drive, Suite 400
Arlington, Texas 76011-8064

South Texas Project
Computer Access and Operating Agreement

Dear Mr. Merschoff;

STP Nuclear Operating Company (STPNOC) desires to provide the Nuclear Regulatory Commission (NRC) resident inspectors with access to certain computer hardware, software, and data bases owned by and under STPNOC control so that data needed for NRC inspection activities may be electronically accessed in a timely manner.

Attachment 1 to this letter is the document that STPNOC proposes to govern this agreement. Please note that we have included two originals of this document so we may each maintain one during the term of the agreement. Please sign both copies and return one to us.

J. J. Sheppard
Vice President
Engineering and Technical Services

WEM

Attachment: 1) Computer Access and Operating Agreement

COMPUTER ACCESS AND OPERATING AGREEMENT

This Agreement is made between the NUCLEAR REGULATORY COMMISSION ("NRC"), and the STP NUCLEAR OPERATING COMPANY ("STPNOC") for the purpose of providing the NRC with access to certain of STPNOC's computer data bases.

Whereas, STPNOC desires to enhance the NRC's ability to perform its regulatory functions with respect to the South Texas Project Electric Generating Station, Units 1 and 2 ("STP Electric Generating Station") by providing the NRC with access to certain computer hardware, software, and data bases owned by and under STPNOC control so that data needed for NRC inspection activities may be electronically accessed in a timely manner; and

Whereas, STPNOC is willing to make available to the NRC certain computer hardware, software, and data bases as appropriate or necessary in assisting the NRC to continue to perform its regulatory responsibilities, subject to the terms stated below;

Now, therefore, in consideration of the covenants and conditions set forth below, the parties mutually agree as follows:

1. At no charge to the NRC, STPNOC will make available to and maintain for the NRC's office at the STP Electric Generating Station a personal computer and related hardware and the following software necessary for the NRC to access STPNOC information that the NRC requires to fulfill its regulatory responsibilities:
 - a) Basic computer operating system software required for access to the STPNOC network;
 - c) Oracle;
 - d) Virus detection and control software.
 - e) Folio Views Lite;
 - f) Microsoft Office
2. The software and data bases referred to above will be available to the NRC with no downloading, printing, or transmission capability, and no control over the associated software programs.
3. STPNOC acknowledges that all communications that are part of the regulatory process will continue to be accomplished in a manner

consistent with the relevant NRC regulations contained in Title 10 of the Code of Federal Regulations, *i.e.*, in a paper format and processed according to the NRC's normal docketing procedures.

4. The NRC acknowledges that all data residing on or accessible from the STPNOC personal computer made available to the NRC pursuant to this agreement are "owned" and under the "control" of STPNOC, and the NRC will treat such information as proprietary to STPNOC unless determined otherwise. Any downloading, printing, transmission, or modification of data or information residing on or accessible through the STPNOC personal computer is strictly prohibited. In the event a request is received by the NRC for any such STPNOC data and/or information the NRC will provide STPNOC the opportunity to request that the data and/or information be withheld from public disclosure in accordance with agency regulations, 10 CFR 9.17 and 2.790.

5. The terms of this Agreement shall be for one year from its date of execution by both parties. Thereafter, this Agreement shall be extended on a year-to-year basis until terminated by either party by giving ten days prior written notice of termination to the other party.

In witness whereof, the undersigned have executed this Agreement.

STPNOC

Date:

By: _____

NUCLEAR REGULATORY COMMISSION
REGION IV

Date:

By: _____
