January 12, 2001

Dr. Charles Voss
Golder Associates, Inc.
18300 NE Union Hill Road, Suite 200
Redmond, WA 98052

SUBJECT: GOLDSIM LICENSING AGREEMENT

Dear Dr. Voss:

Thank you for your prompt response in providing the U.S. Nuclear Regulatory Commission with the revised licensing agreement for use of the GOLDSIM computer software. The Division of Waste Management and the Office of General Counsel have reviewed and approved the licensing agreement. A signed copy of the agreement is attached.

Sincerely,

/RA/

Joseph J. Holonich, Deputy Director
Division of Waste Management
Office of Nuclear Material Safety
and Safeguards

Enclosure:
GOLDSIM Licensing Agreement

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DISTRIBUTION: DWM r/f JThomas

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ADAMS Accession No. ML010090405 ***see previous concurrence**

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NAME	SWastler		TEssig		JHolonich				
DATE	01/11/01		01/11/01		01/12/01				

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This document **should** be made available to the PUBLIC _SLW_ 01/11/01
(Initials) (Date)

GOLDSIM LICENSING AGREEMENT NO. 600044

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Golder Associates Inc. (GAI) hereby grants the United States Nuclear Regulatory Commission (Licensee) a non-exclusive, non-transferable machine license to use the GOLDSIM computer software, hereinafter "GOLDSIM", for reviewing performance assessment analyses supporting the Yucca Mountain Project and its work regarding a potential high-level nuclear waste monitored geologic repository at Yucca Mountain, Nevada. The Licensee agrees that it has no ownership rights in any copies of GOLDSIM, the associated documentation, including updates, changes and modifications, submitted to Licensee by GAI. Licensee has no right to modify GOLDSIM or to merge it into other programs without the express written consent of GAI.

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In the event of any substantive breach by the Licensee of the terms and conditions of this license, GAI shall have the right to terminate this license by giving the Licensee written notice of immediate termination.

5. **TERM**

Unless otherwise specified below, this agreement shall continue in full force through September 30, 2006, unless otherwise terminated by GAI or extended by written agreement of the parties. The obligations of Licensee shall survive such expiration or termination of this agreement.

This license will automatically terminate in the event the Yucca Mountain Project is terminated.

6. **RESTRICTIONS**

GOLDSIM version number:	Version 7.00 and all subsequent versions that are used by the Department of Energy for published performance assessment calculations.
Term:	Through September 30, 2006.

All GOLDSIM usage under this license agreement is limited to reviewing performance assessment analyses supporting the Yucca Mountain Project and its work regarding a potential high-level nuclear waste monitored geologic repository at Yucca Mountain, Nevada.

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7. **ENTIRE AGREEMENT**

The written terms and conditions of this license contain the entire agreement between the parties regarding the subject matter hereof. No modification or amendment of this agreement may be made unless in a written amendment duly executed by both parties, which specifically refers to this agreement.

ACCEPTANCE OF AGREEMENT

U.S. NUCLEAR REGULATORY COMMISSION	GOLDER ASSOCIATES INC.
By: **/RA/**	By: **/RA/**
Printed Name: Joseph J. Holonich	Printed Name: Ian Miller
Title: Deputy Director, NMSS/DWM	Title: Principal
Date: January 12, 2001	Date: January 23, 2001