



State of Wisconsin

Department of Health and Family Services

DIVISION OF PUBLIC HEALTH

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MADISON WI 53701-2659

608-266-1251
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Scott McCallum
Governor

Phyllis J. Dubé
Secretary

June 1, 2001

Mr. Paul Lohaus, Director
Office of State and Tribal Programs
One White Flint North
11555 Rockville Pike, 3rd Floor
Rockville MD 20852

Dear Mr. Lohaus:

Please find enclosed a signed copy of the Protective Agreement for Exchange of Information. I understand the requested General License data will be protected from public disclosure with this agreement.

If you have any questions, please contact me at 608-267-4792.

Sincerely,

Paul Schmidt, Chief
Radiation Protection Section

PROTECTIVE AGREEMENT FOR EXCHANGE OF INFORMATION

A. SCOPE

This agreement governs the conveyance of proprietary information between the United States Nuclear Regulatory Commission (NRC) and the State of Wisconsin Department of Health and Family Services, Division of Public Health (DPH). The proprietary information is the list of names of each State of Wisconsin general licensee, their address, and the licensed devices possessed. All such information shall be transmitted and received in confidence by the parties to the agreement. The employees of DPH shall be bound by the provisions of this agreement.

B. PROVISIONS FOR THE CONVEYANCE OF WISCONSIN GENERAL LICENSEES INFORMATION BETWEEN THE NRC AND DHFS, DPH

1. Pursuant to 10 CFR § 2.790 and 10 CFR § 9.17 of the NRC's regulations, the conveyed information is required to be withheld from public disclosure.
2. 10 CFR § 2.790(b)(6)(i) of the NRC's regulations permits the NRC to allow proprietary or trade secret information to be subject to inspection under a protective agreement. The NRC's disclosure in confidence to DPH of the list of names of each State of Wisconsin general licensee, their address, and the licensed devices possessed is expressly not to be construed as a public disclosure of that document.
3. DPH agrees to treat and safeguard the information as containing proprietary material and will not release it to any third party, copy, use, or reference the data in the document without the written authorization of the NRC.
4. DPH intends to utilize the nonproprietary information only for performing State of Wisconsin Official actions.
5. DPH agrees to accept and protect from public disclosure the materials provided by the NRC in confidence pursuant to 10 CFR 2.790(b)(6)(i) of the NRC's regulations and pursuant to Wisconsin Statutes, Section 19.36(5), General nonpublic data, Subdivision 1. paragraph (b), "Trade secret information. DPH agrees to notify the NRC's Office of State and Tribal Programs in the event that the information is inadvertently disclosed in contravention of the provisions of this agreement.
6. The document identified above and provided to DPH shall be secured in a manner compatible with proprietary licensee data to which access shall be restricted to no persons other than those with a need-to-know the contents of the documents in the performance of their duties.

C. CONTACTS

The principal NRC contact under this agreement shall be Lloyd Bolling, Office of State and Tribal Programs. The principal DPH contact shall be Paul Schmidt, Chief, Radiation Protection Section.

IN WITNESS WHEREOF (notary public with seal), Mr. John Chapin has caused this Agreement to be effective as of the day and year signed below.

WISCONSIN DEPARTMENT OF HEALTH AND FAMILY SERVICES, DIVISION OF PUBLIC HEALTH

By: John Chapin
John Chapin

Title: Administrator
Administrator,
Division of Public Health

Date: 5/31/01

Signed before me on the
31st day of May year 2001
County of Dane State of Wisconsin
my commission is continuous
Terry Ellen Neow May 31, 2001