



UNITED STATES  
ATOMIC ENERGY COMMISSION  
WASHINGTON 25, D.C.

AMENDMENT TO INDEMNITY AGREEMENT NO. B- 18

AMENDMENT NO. 1

Effective at 12:01 A.M., September 6, 1961, the Indemnity Agreement  
No. B-18 between Westinghouse Electric Corporation

and the Atomic Energy Commission dated JUN 18 1962  
is hereby amended as follows:

1. Paragraph 6 of Article I is amended to read as follows:

6. "Public liability" means any legal liability arising out of or resulting from a nuclear incident, except (1) claims under state or Federal Workmen's Compensation Acts of employees of persons indemnified who are employed (a) at the location or, if the nuclear incident occurs in the course of transportation of the radioactive material, on the transporting vehicle, and (b) in connection with the licensee's possession, use or transfer of the radioactive material; (2) claims arising out of an act of war; and (3) claims for loss of, or damage to, or loss of use of (a) property which is located at the location and used in connection with the licensee's possession, use, or transfer of the radioactive material, and (b) if the nuclear incident occurs in the course of transportation of the radioactive material, the transporting vehicle, containers used in such transportation, and the radioactive material.

2. Paragraph 2 of Article II is amended to read as follows:

2. In the event of any payment by the insurer or insurers under a policy or policies specified in Item 5 of the Attachment hereto which reduces the aggregate limit of such policy or policies below the amount of financial protection, the licensee will promptly apply to his insurers for reinstatement of the amount specified in Item 2a of the Attachment (without reference to paragraph b of Item 2) and will make all reasonable efforts to obtain such reinstatement. In the event that the licensee has not obtained reinstatement of such amount within ninety days after the date of such reduction, and in the absence of good cause shown to the contrary, the Commission may issue an order requiring the licensee to furnish financial protection for such amount in another form.

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3. Paragraph 3 of Article II is amended to read as follows:

3. Any obligations of the licensee under subsection 53e(8) of the Act to indemnify the United States and the Commission from public liability, together with any public liability satisfied by the insurers under the policy or policies designated in the Attachment hereto, shall not in the aggregate exceed the amount of financial protection with respect to any nuclear incident, including the reasonable costs of investigating and settling claims and defending suits for damage.

4. The second paragraph of Paragraph 6(c) of Article II is amended to read as follows:

As used in this paragraph 6, Article II, and subparagraph 4(b), Article III, "other applicable agreements" means each other agreement entered into by the Commission pursuant to subsection 170c of the Act in which agreement the nuclear incident is defined as a "common occurrence". As used in this paragraph 6, Article II, "the obligations of the licensee" means the obligations of the licensee under subsection 53e(8) of the Act to indemnify the United States and the Commission from public liability, together with any public liability satisfied by the insurers under the policy or policies designated in the Attachment, and the reasonable costs of investigating and settling claims and defending suits for damage.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

*Division of Licensing and Regulation*

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Eber R. Price, Assistant Director  
Division of Licensing and Regulation

Accepted July 3, 1962

By /s/ Charles H. Weaver, Vice President  
WESTINGHOUSE ELECTRIC CORPORATION