



CORRECTED COPY: To correct incorrect
Correspondence number on pages 2 and 3

Entergy Operations, Inc.
1340 Echelon Parkway
Jackson, MS 39213-8298
Tel 601 368 5758

Michael A. Krupa
Director
Nuclear Safety & Licensing

CNRO-2003-00014

April 14, 2003

Mr. E.W. Merschoff
Regional Administrator, Region IV
U.S. Nuclear Regulatory Commission
611 Ryan Plaza Drive, Suite 400
Arlington, TX 76011

Subject: Entergy Operations, Inc.
Computer Access and Operating Agreement

Arkansas Nuclear One, Units 1 & 2
Docket Nos. 50-313 & 50-368
License Nos. DPR-51 & NPF-6

Grand Gulf Nuclear Station
Docket No. 50-416
License No. NPF-29

Waterford 3 Steam Electric Station
Docket No. 50-382
License No. NPF-38

River Bend Station
Docket No. 50-458
License No. NPF-47

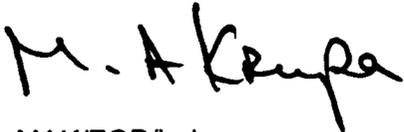
Reference: March 18, 2003 NRC letter from E.W. Merschoff to M. Brandon

Dear Mr. Merschoff:

Thank you for your review of and signature on the Computer Access and Operating Agreement, which you returned in the referenced letter. An officer of Entergy Operations, Inc., Mr. John McGaha, has signed this agreement on behalf of the Entergy Region IV plants designated above. Enclosed is a copy of the signed agreement for your records.

Please address any comments or questions regarding this matter to Mr. Jerry Burford at (601) 368-5755.

Sincerely,



MAK/FGB/bal

attachment: Computer Access and Operating Agreement

cc: (with attachment)
Mr. P. J. Alter, Sr. Resident Inspector (RBS)
Mr. R. L. Bywater, Jr., Sr. Resident Inspector (ANO)
Ms. S. R. Cotton (N-GSB-3E)
Mr. M. C. Hay, Sr. Resident Inspector (W-3)
Mr. T. L. Hoeg, Sr. Resident Inspector (GGNS)
Mr. R. J. King (R-GSB-42)
Mr. K. J. Peters (W-GSB-310)
Mr. J. C. Roberts (G- ADM1-NSA)

(All below without Attachments)

Mr. C. G. Anderson (ANO)
Mr. J. L. Blount (ECH)
Mr. W. R. Campbell (ECH)
Mr. W. A. Eaton (GGNS)
Mr. P. D. Hinnenkamp (RBS)
Mr. J. R. McGaha (ECH)
Mr. N. S. Reynolds (W&S)
Mr. L. J. Smith (Wise, Carter)
Mr. G. J. Taylor (ECH)
Mr. J. E. Venable (W-3)
Mr. G. A. Williams (ECH)

Mr. T. W. Alexion, Project Manager (ANO-2)
Mr. D. H. Jaffe, Project Manager (GGNS)
Mr. N. Kalyanam, Project Manager (W-3)
Mr. J. L. Minns, Project Manager (ANO-1)
Mr. M. K. Webb, Project Manager (RBS)

bcc: Mr. W. B. Abraham (G-SSB1-NSR)
Mr. G. R. Ashley (N-GSB-3E)
Mr. F. G. Burford (M-ECH-414)
Ms. K. A. Courtney (R-GSB-43)
Mr. W. F. Fountain (R-GSB-42)
Mr. D. C. James (N-GSB)
Mr. J. W. Leavines (R-GSB-45)
Mr. D. N. Lorfing (R-GSB-45)
Ms. J. M. Manzella (W-GSB-318)
Ms. N. B. Mosher (N-GSB)
Mr. J. A. Ridgel (W-GSB-365)
Ms. D. S. Waldron (N-GSB-3E)
(All above w/o Attachments - See File Copy For Attachments)
Corporate File (5)

COMPUTER ACCESS AND OPERATING AGREEMENT

(Page 1 of 2)

Purpose

This Computer Access and Operating Agreement ("Agreement") is made between the United States Nuclear Regulatory Commission ("NRC"), and Entergy Operations, Inc. ("EOI") which is acting as agent for the Owners as well as the NRC Licensed Operator of Waterford 3, River Bend, Grand Gulf, and Arkansas Nuclear One, Units 1 & 2, (all hereinafter referred to as the "EOI Nuclear Plants"), for the purpose of providing the NRC an on-site facility at each of the EOI Nuclear Plants to access certain EOI computer electronic data and information.

Basis of Agreement

WHEREAS, EOI desires to enhance the NRC's ability to perform its regulatory functions with respect to the regulatory duties performed by the NRC's staff at the EOI Nuclear Plants by providing the NRC staff with on-site access to certain computer hardware, software, and electronic files owned by Entergy Louisiana, Inc. for Waterford 3, Entergy Gulf States, Inc. for River Bend, System Energy Resources, Inc. and South Mississippi Electric Power Association for Grand Gulf, and Entergy Arkansas, Inc. for ANO, Units 1 & 2, and all under the EOI control so that data needed for NRC inspection activities may be electronically accessed in an efficient manner; and

WHEREAS, EOI is willing to make available to the NRC's staff at each of the EOI Nuclear Plants access to certain computer hardware, software, and electronic files as appropriate or otherwise necessary for said staff to continue to perform its regulatory responsibilities subject to the terms below:

Terms

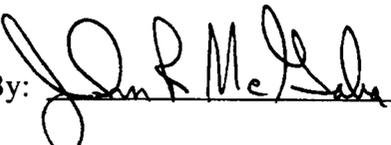
1. At no charge to the NRC, EOI will only make available and maintain for the NRC's Resident Inspector's Office at each EOI Nuclear Plant a personal computer, associated hardware and software and access to electronic information necessary for the NRC staff's performance of its regulatory responsibilities.
2. The software and electronic information referred to in Paragraph 1 will be available to provide the NRC view-only access to information from a fixed location with no data modification capability and no control over the associated software programs. However, NRC will have the capability to print out and/or to save to computer disk such data as may be retrievable from the above databases. No one representing the NRC will have the capability to modify, revise, alter or amend any portion of any information or the associated software programs to which the NRC staff has on-site access pursuant to the Agreement. Nor will the NRC install any software on the designated hardware provided to the NRC by EOI other than those programs provided by EOI pursuant to this Agreement. Neither Owners nor EOI, including their agents, representatives, or employees will assume any responsibility whatsoever for defects in the said software programs or

hardware or any consequences there from. EOI agrees to, upon notification by the NRC staff of any defective or malfunctioning software or hardware, to make reasonable efforts to provide appropriate comparable replacement software and hardware as necessary, within a reasonable time following notification.

3. EOI acknowledges that all communications that are part of the regulatory process will continue to be accomplished in a format consistent with relevant NRC regulations found in Title 10 of the Code of Federal Regulations (10 CFR), i.e., in a paper format or by electronic exchange and processed according to the NRC's normal docketing procedures.
4. The NRC acknowledges that all information or data residing on or accessible from the EOI personal computers and any hard copy printouts of such data made available to the NRC pursuant to this Agreement are "owned" and under the "control" of Owner and their agent, EOI. The NRC will treat such information as proprietary to EOI unless determined otherwise. However, any data which the NRC reduces to hard copy printout, or transfers to a computer hard drive or disk, in an NRC Resident Inspector's office, is considered an agency record under federal law. In the event a request is received by the NRC for any such EOI data and /or information residing on NRC hard drives or in NRC's possession, in hard copy or electronic form, prior to any public release, the NRC will provide EOI the opportunity to request that the data and/or information be withheld from public disclosure based upon its proprietary nature by executing an affidavit in accordance with agency regulations, 10 CFR 2.790. (Also see 10 CFR 9.17).
5. The term of this Agreement shall be for one (1) year from the date of its execution by both parties. Thereafter, this Agreement shall be extended automatically on a year-to-year basis until terminated by either party giving ten (10) days prior written notice of termination to the other party.

In Witness Whereof, the undersigned have executed this Agreement.

ENERGY OPERATIONS, INC.

By: 

Title: President

Date: 4/08/03

NUCLEAR REGULATORY COMMISSION
REGIONAL ADMINISTRATOR, REGION IV

By: 

Title: Regional Administrator

Date: 3/18/03