



UNITED STATES  
NUCLEAR REGULATORY COMMISSION

REGION III  
801 WARRENVILLE ROAD  
LISLE, ILLINOIS 60532-4351  
May 21, 2003

Mr. Edward Weinkam  
Director, Regulatory Services  
Nuclear Management Company  
700 First Street  
Hudson, WI 54016

SUBJECT: COMPUTER ACCESS AND OPERATING AGREEMENT  
DUANE ARNOLD, DOCKET 50-331; KEWAUNEE, DOCKET 50-305  
MONTICELLO, DOCKET 50-263; PALISADES, DOCKET 50-255;  
POINT BEACH UNITS 1 & 2, DOCKETS 50-266; 50-301  
PRAIRIE ISLAND UNITS 1 & 2, DOCKETS 50-282; 50-306

Dear Mr. Weinkam:

Enclosed for your records is one original copy of the signed Computer Access and Operating Agreement between Nuclear Management Company, LCC and the Nuclear Regulatory Commission (NRC).

Please contact me at 630/829-9653 if there are any questions.

Sincerely,

A handwritten signature in cursive script that reads "Bruce Berson".

Bruce Berson  
Regional Counsel

Docket Nos: 50-331; 50-305; 50-263;  
50-255; 50-266 & 50-301  
50-282 & 50-306

Enclosure: As stated

cc w/atts: Public Document Room  
Bruce Burgess, Branch Chief  
Tony Vogel, Branch Chief  
Pat Loudon, Branch Chief  
Eric Duncan, Branch Chief  
George Wilson, SRI Duane Arnold  
Steve Burton, Monticello  
Jay Lennartz, Palisades  
Paul Krohn, Point Beach  
John Adams, Prairie Island

April 29, 2003

Mr. Bruce A. Berson  
Regional Counsel  
U.S. NRC Region III  
801 Warrenville Road  
Lisle, Illinois 60532-4351

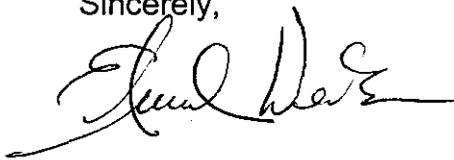
SUBJECT: COMPUTER ACCESS AGREEMENT

Dear Mr. Berson,

As discussed on April 28, 2003, attached are two signed copies of a proposed Computer Access Agreement between Nuclear Management Company, LLC (NMC) and the U.S. Nuclear Regulatory Commission (NRC). NMC's Chief Nuclear Officer, John Paul Cowan, has signed both copies of the proposed Computer Access Agreement. It is respectfully requested that you review the proposed agreement with the NRC Region III Regional Administrator and, if acceptable to the NRC, execute the proposed agreement, which will be effective for two years from the date of execution by the NRC. If executed, and as discussed, NRC will maintain one original and NMC will maintain the second signed agreement (address and stamped return envelope attached).

Thank you for your help in executing this agreement. I can be contacted at 715-377-3407.

Sincerely,



Edward Weinkam  
Director, Regulatory Services  
Nuclear Management Company

Attachment: Proposed Access Agreement (two signed copies)

## Computer Access Agreement

This AGREEMENT is made between the U. S. NUCLEAR REGULATORY COMMISSION ("NRC") and NUCLEAR MANAGEMENT COMPANY, LLC ("NMC"), operator of

- Duane Arnold Energy Center
- Kewaunee Nuclear Power Plant
- Monticello Nuclear Generating Plant
- Palisades Nuclear Plant
- Point Beach Nuclear Plant, **Units** 1 and 2
- Prairie Island Nuclear Generating Plant, Units 1 and 2

("the facilities") for the purpose of NMC voluntarily providing NRC with access, on a read only basis, to certain computer applications.

**WHEREAS**, NMC desires to enhance NRC's ability to perform its regulatory responsibilities with respect to the facilities named above by providing NRC with access to certain computer hardware, software, and applications maintained by NMC and under NMC's control so that data that is required for NRC inspection activities may be electronically accessed in a timely manner; and

WHEREAS, NMC is willing to make available to **NRC** certain computer hardware, software, and applications as appropriate or otherwise necessary for NRC to continue to perform its regulatory responsibilities subject to the terms and conditions set forth below;

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth below, the parties mutually agree as follows:

1. At no charge to NRC, NMC will make available and maintain for use by authorized NRC employees and contractors at the facilities named above hardware and software and applications that are necessary for NRC to access NMC's computer-based information that NRC requires to fulfill its regulatory responsibilities.
2. Computer workstations named in Paragraph 1 shall be placed at each plant at a location that NMC, at its sole discretion, will select. The applications referred to in Paragraph 1 are to be "**read** only accessed" by NRC with **no** data modification capability and no control over the associated applications. However, NRC will have the capability and approval to print data with the understanding that data that has been printed falls under NRC "possession and control" provisions of Title 10 Code of Federal Regulations Part 9 Subpart A, Freedom of Information Act Regulations (FOIA) and would be subject to public inspection, if requested until disposed of by **NRC**.

3. The workstations and applications referred to in Paragraph 1 may be used solely by authorized NRC employees and contractors for the purpose of fulfilling NRC's regulatory responsibilities. Authorized NRC employees and contractors using the workstations and applications shall not at any time (a) access, display, transmit, store, download, or distribute images, messages, information, or cartoons that may be construed as threatening or relating to acts or instruments of violence, or of a vulgar, sexual, or discriminatory nature; (b) use such electronic communications in such a way that may be construed as harassing, discriminatory, or offensive to others based on their race, color, religion, sex, age, disability, national **origin**, or sexual orientation; (c) use such workstation to ~~distribute~~ holiday cards, chain letters, jokes, or 'Sunk' email; or (d) use such workstation to solicit others for commercial ventures, political causes, outside organizations, nor for any other reason, at any time, for personal gain. Any violation of this Paragraph will result in immediate termination of this Agreement by NMC.
4. NMC and NRC agree that information obtained by NRC under this Agreement does not constitute "communications" as part of the formal licensing process pursuant to applicable regulations contained in Title 10 of the Code of Federal Regulations (CFR). NMC and NRC agree that all communications that are part of the formal licensing process will continue to be accomplished in a format consistent with the relevant NRC regulations contained in Title 10 of the CFR, i.e., processed according to NRC's normal docketing procedures.
5. Transfer of information by NRC to a floppy disk, cd-rom, e-mail, or other electronic medium is not permitted. If NRC requires information in an electronic format, the NMC will reproduce the information and provide it to NRC upon request. Any information provided to NRC in electronic format is under NRC's possession and control until disposed of by NRC. Print capability may be provided to NRC but it is recognized that any document printed by NRC in hard copy is under the possession and control of NRC until NRC disposes of it. Only those documents that are required for NRC to fulfill its regulatory responsibilities will be reduced to hard copy.
6. This Agreement supercedes prior similar agreements made by the parent utilities on behalf of the facilities and shall be in effect for two (2) years from its date of execution by both parties. The parties, by mutual agreement, may extend the term of this Agreement for **up** to two (2) years, in one (1) year increments or less.
7. The parties may modify this Agreement at any time by mutual consent in writing signed by both parties.
8. This agreement provides for the voluntary, good faith provision of hardware and software by NMC to NRC at no cost to NRC. This Agreement shall not create in NRC an obligation to compensate NMC for these activities conducted hereunder, and shall not create in NMC any right to receive compensation for activities

conducted hereunder. In no event shall NMC be liable to NRC for any damages, including but not limited to general, direct, incidental, punitive, special, or consequential damages of any nature, whether in contract, tort, or otherwise, arising out of any failure by NMC to comply with any of the terms and conditions of this Agreement.

9. Either party shall have the right, upon five days written notice to the other party, to terminate this Agreement, in whole or in part, without cost, penalty; or liability to the other party.

**IN WITNESS THEREOF**, the undersigned have executed this Agreement.

**NUCLEAR MANAGEMENT COMPANY, LLC**

By:   
Chief Nuclear Officer

Date: 5/23/2003

**U. S. NUCLEAR REGULATORY COMMISSION**

By:   
NRC Regional Administrator, Region III

Date: 5/21/03