

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

Docket No. 50-39 :

NOV 26 1958

Curtiss-Wright Corporation  
Wood-Ridge, New Jersey

Attention: Mr. George R. Hill  
Vice President for Finance

Gentlemen:

As you know, the Commission has published in the Federal Register for public comment a proposed indemnity agreement. Pending adoption of such a formal agreement the AEC has prepared the attached interim agreement which will indemnify

**Curtiss-Wright Corporation**

against public liability arising out of or in connection with activities authorized under License No. B-36.

Enclosed are two signed copies of the interim indemnity agreement. Please sign, date and return one copy to this office.

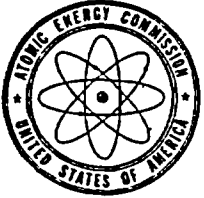
Very truly yours,

**H. L. Price**  
Director  
Division of Licensing and Regulation

Enclosure  
(2) Cys of Agreement

LR RFBorlik	LR rh	LR LJohnson	L&R HPrice	OGC SC
11/24/58	11/21/58	11/18/58	11/16/58	11/17/58

D-120



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

Docket No. 50-39

NOV 26 1958

~~Curtiss-Wright Corporation~~  
~~Wood-Ridge, New Jersey~~

Attention: Mr. George R. Hill  
Vice President for Finance

Gentlemen:

The Commission hereby agrees to indemnify and hold harmless

~~Curtiss-Wright Corporation~~

and other persons indemnified as their interests may appear, from public liability arising from nuclear incidents which is in excess of the level of financial protection required of you as licensee under AEC License No. R-36. The aggregate indemnity for all persons indemnified in connection with each nuclear incident shall not exceed \$500,000,000, including the reasonable costs of investigating and settling claims and defending suits for damage. The obligations of the Commission under this agreement shall apply only with respect to such liability as arises out of or in connection with the activity licensed under AEC License No. R-36. The terms "persons indemnified", "public liability", and "nuclear incident", as used in this paragraph have the meanings defined in Section II of the Atomic Energy Act of 1954, as amended. This agreement is effective as of April 29, 1958.

This agreement will be superseded, in due course, by the execution and issuance of a formal indemnity agreement between you and the Commission containing such provisions as are required by law and such additional provisions as may be incorporated therein by the Commission pursuant to its regulations, which formal agreement will be effective, and will supersede this agreement, as of the effective date referred to above. Until this agreement has been so superseded, it is understood that this agreement constitutes the agreement of indemnification contemplated by subsection 170 c. of the Atomic Energy Act of 1954, as amended.

As you know, the regulations in Part 140 are considered to be of a temporary nature. Future amendments to the regulations in Part 140 may, among other things, change the amount or nature of the financial protection which must be maintained as a condition of the license referred to above.

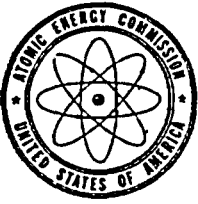
By your acceptance of this agreement, you agree to pay to the Commission the fee provided for by Section 140.17 (b) of the Commission's regulations, in accordance with billing instructions received from the Commission.

U. S. ATOMIC ENERGY COMMISSION

By **H. L. Price**  
**Director**  
**Division of Licensing and Regulation**

Accepted \_\_\_\_\_, 1958

By \_\_\_\_\_



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

Docket No. 50-39

NOV 26 1958

*19 for formalized 12/22/58  
19 for inter-divisional*

Curtiss-Wright Corporation  
Wood-Ridge, New Jersey

Attention: Mr. George R. Hill  
Vice President for Finance

Gentlemen:

The Commission hereby agrees to indemnify and hold harmless

**Curtiss-Wright Corporation**

and other persons indemnified as their interests may appear, from public liability arising from nuclear incidents which is in excess of the level of financial protection required of you as licensee under AEC License No. R-36. The aggregate indemnity for all persons indemnified in connection with each nuclear incident shall not exceed \$500,000,000, including the reasonable costs of investigating and settling claims and defending suits for damage. The obligations of the Commission under this agreement shall apply only with respect to such liability as arises out of or in connection with the activity licensed under AEC License No. R-36. The terms "persons indemnified", "public liability", and "nuclear incident", as used in this paragraph have the meanings defined in Section 170 of the Atomic Energy Act of 1954, as amended. This agreement is effective as of April 29, 1958.

This agreement will be superseded, in due course, by the execution and issuance of a formal indemnity agreement between you and the Commission containing such provisions as are required by law and such additional provisions as may be incorporated therein by the Commission pursuant to its regulations, which formal agreement will be effective, and will supersede this agreement, as of the effective date referred to above. Until this agreement has been so superseded, it is understood that this agreement constitutes the agreement of indemnification contemplated by subsection 170 c. of the Atomic Energy Act of 1954, as amended.

As you know, the regulations in Part 140 are considered to be of a temporary nature. Future amendments to the regulations in Part 140 may, among other things, change the amount or nature of the financial protection which must be maintained as a condition of the license referred to above.

By your acceptance of this agreement, you agree to pay to the Commission the fee provided for by Section 140.17 (b) of the Commission's regulations, in accordance with billing instructions received from the Commission.

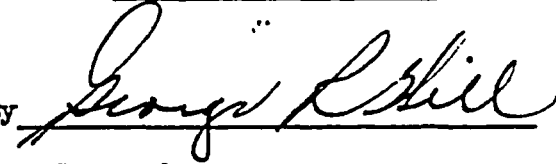
U. S. ATOMIC ENERGY COMMISSION



By **H. L. Price**  
**Director**  
**Division of Licensing and Regulation**

Accepted December 15 , 1958

M  
L  
424

By 

George K. Hill  
Executive Vice President