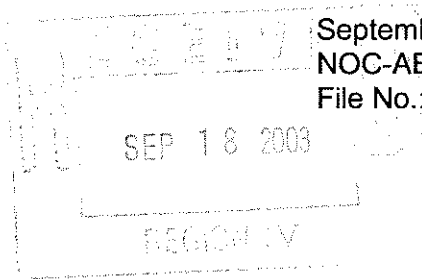




South Texas Project Electric Generating Station P.O. Box 289 Wadsworth, Texas 77483



September 16, 2003  
NOC-AE-03001601  
File No.: G25

Mr. Thomas P. Gwynn  
Regional Administrator, Region IV  
U.S. Nuclear Regulatory Commission  
611 Ryan Plaza Drive, Suite 400  
Arlington, Texas 76011-8064

South Texas Project  
Modified Computer Access and Operating Agreement

Dear Mr. Gwynn;

STP Nuclear Operating Company (STPNOC) desires to modify the agreement to voluntarily provide the Nuclear Regulatory Commission (NRC) resident inspectors access to certain computer hardware, software, and databases owned and controlled by STPNOC.

The proposed modified agreement is attached to this letter. We have included two originals of this agreement so we may each retain one during the term of the agreement. Please sign both copies and return one to us.

If there are any questions regarding this agreement, please contact W. E. Mookhoek at 361-972-7274 or me at 361-972-7206.

M. A. McBurnett  
Manager  
Quality and Licensing

WEM  
Attachment: Computer Access and Operating Agreement

## COMPUTER ACCESS AND OPERATING AGREEMENT

This Agreement is made between the NUCLEAR REGULATORY COMMISSION (NRC), and the STP NUCLEAR OPERATING COMPANY (STPNOC) for the purpose of STPNOC voluntarily providing the NRC access to certain STPNOC electronic computer databases.

*Whereas*, STPNOC desires to enhance access to information regarding the South Texas Project Electric Generating Station, Units 1 and 2 (STPEGS) by voluntarily providing the NRC access to certain computer hardware, software, and databases owned and controlled by STPNOC that are customarily held in confidence by STPNOC so that NRC inspectors may access data in a timely manner; and

*Whereas*, STPNOC is willing to make available to the NRC certain computer hardware, software, and databases as appropriate or necessary in assisting the NRC to obtain such information, subject to the terms stated below;

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

1. At no charge to the NRC, STPNOC will make available to and maintain in the NRC office at the STPEGS a personal computer and related hardware and software necessary for the NRC to access STPNOC electronic information:
  - a) Basic computer operating system software required for access to the STPNOC local area network (LAN)
  - c) Oracle
  - d) Filenet
  - e) Microsoft Office
  - f) STPNOC Bulletin Boards
  - g) Other information that may become available on the LAN that is mutually agreeable to both parties
2. The software, databases, and associated electronic documents referred to above will be available to the NRC for temporary use only. If the NRC elects to copy or print any of the electronic information it shall destroy such documents as soon as possible. If the NRC desires to rely on a document and therefore, to make it a NRC record, it shall request a copy from STPNOC. This process will allow STPNOC the opportunity to evaluate the document and comply with the marking and affidavit requirements of 10CFR2.790.
3. STPNOC acknowledges that all communications that are part of the regulatory process will continue to be accomplished in a manner consistent with the relevant NRC

regulations contained in Title 10 of the Code of Federal Regulations, *i.e.*, in an appropriate format and processed according to the NRC's normal docketing procedures.

4. The NRC acknowledges that all data residing on or accessible from the STPNOC personal computer voluntarily made available to the NRC pursuant to this agreement are "owned" and under the "control" of STPNOC and that the NRC will treat such information as proprietary to STPNOC. In the event a request is received by the NRC for any such STPNOC data and/or information the NRC will provide STPNOC the opportunity to request that the data and/or information be withheld from public disclosure in accordance with agency regulations, 10 CFR 9.17, and 2.790.
5. The NRC hereby waives the affidavit requirements of 10 CFR 2.790 with respect to information obtained by the NRC pursuant to this agreement, which has not been received by the NRC in response to a request to STPNOC in accordance with paragraph numbered 2, above.
6. This Agreement shall remain in effect from its date of execution by both parties until terminated by either party by giving ten days prior written notice of termination to the other party.

*In witness whereof*, the undersigned have executed this Agreement.

STPNOC

Date:

By: TJ Jordan

9/15/03

NUCLEAR REGULATORY COMMISSION  
REGION IV

Date:

By: \_\_\_\_\_

\_\_\_\_\_