

bcc:

B. S. Mallett, RA

T. P. Gwynn, Dep RA

K. D. Smith, RC

D. D. Chamberlain, Director, DRS

Art Howell, Director, DRP

William Johnson, DRP/A

avid Graves, DRP/B

Kriss Kennedy, DRP/C

William Jones, DRP/D

J. Cruz, SRI

ADAMS: ☒ Yes ☐ No

Initials: BSM

☒ Publicly Available

☐ Non-Publicly Available

☐ Sensitive

☒ Non-Sensitive

S:\RAS\Computer Agreements\Computer Agreement ltr South Texas.wpd

RIV/RC	DRA	RA		
KDSmith:jc	TPGwynn	BSMallett		
	w/ comments			
10/29/2004	10/29/2004	10/ /2004		

OFFICIAL RECORD COPY

T=Telephone

E=E-mail

F=Fax



UNITED STATES
NUCLEAR REGULATORY COMMISSION
REGION IV
611 RYAN PLAZA DRIVE, SUITE 400
ARLINGTON, TEXAS 76011-4005

NOV 8 2004

M. A. McBurnett, Manager
Quality and Licensing
STP Nuclear Operating Company
P.O. Box 289
Wadsworth, TX 77483

Dear Mr. McBurnett:

We have reviewed the enclosed revised Computer Access and Operating Agreement and find the terms and conditions satisfactory. Therefore, enclosed are two original agreements signed by Thomas P. Gwynn, Deputy Regional Administrator for me. Please have an STP Operating Company (STPNOC) officer sign both agreements and return one signed copy to my office. If you should have any questions, you may call Ms. Karla Smith Fuller, Regional Counsel, at (817)860-8271.

Sincerely,


Bruce S. Mattett
Regional Administrator

Enclosure: As stated

cc w/enclosure:
James J. Sheppard, President and
Chief Executive Officer
STP Nuclear Operating Company
P.O. Box 289
Wadsworth, TX 77483

Tom Jordan, Vice President
Engineering & Technical Services
STP Nuclear Operating Company
P.O. Box 289
Wadsworth, TX 77483

S. M. Head, Manager, Licensing
Nuclear Quality & Licensing Department
STP Nuclear Operating Company
P.O. Box 289, Mail Code: N5014
Wadsworth, TX 77483

C. Kirksey/C. M. Canady
City of Austin
Electric Utility Department
721 Barton Springs Road
Austin, TX 78704

L. Blaylock/J. Nesrsta
City Public Service Board
P.O. Box 1771
San Antonio, TX 78296

D. G. Tees/R. L. Balcom
Texas Genco, LP
P.O. Box 1700
Houston, TX 77251

Jon C. Wood
Cox Smith Matthews
112 E. Pecan, Suite 1800
San Antonio, TX 78205

A. H. Gutterman, Esq.
Morgan, Lewis & Bockius
1111 Pennsylvania Avenue NW
Washington, DC 20004

C. A. Johnson/A. C. Bakken
AEP Texas Central Company
P.O. Box 289, Mail Code: N5022
Wadsworth, TX 77483

INPO
Records Center
700 Galleria Parkway
Atlanta, GA 30339

Director, Division of Compliance & Inspection
Bureau of Radiation Control
Texas Department of State Health Services
1100 West 49th Street
Austin, TX 78756

Brian Almon
Public Utility Commission
William B. Travis Building
P.O. Box 13326
1701 North Congress Avenue
Austin, TX 78701-3326

Environmental and Natural
Resources Policy Director
P.O. Box 12428
Austin, TX 78711-3189

Judge, Matagorda County
Matagorda County Courthouse
1700 Seventh Street
Bay City, TX 77414

Terry Parks, Chief Inspector
Texas Department of Licensing
and Regulation
Boiler Program
P.O. Box 12157
Austin, TX 78711

Susan M. Jablonski
Office of Permitting, Remediation and Registration
Texas Commission on Environmental Quality
MC-122, P.O. Box 13087
Austin, TX 78711-3087

Ted Enos
4200 South Hulen
Suite 630
Fort Worth, TX 76109

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 onsite inspectors 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 inspectors 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 expeditiously and efficiently; and

Whereas, STPNOC is willing to make available to the NRC *inspectors* certain computer hardware, software, and databases as appropriate or necessary to provide the NRC inspectors with access to 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 onsite NRC inspectors to access STPNOC electronic information:
 - a) Basic computer operating system software required for access to the STPNOC local area network (LAN)
 - b) Oracle
 - c) Filenet
 - d) Microsoft Office
 - e) STPNOC Bulletin Boards
 - f) Other information that may become available on the LAN that is mutually agreeable to both parties
2.
 - (a) 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, consistent with any legal limitations.
 - (b) If the NRC desires to rely on a document and therefore, to make it an 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 10 CFR 2.390.
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 *inspector* pursuant to this agreement are "owned" and under the "control" of STPNOC and that no one representing the NRC will have the capability and/or authority to modify, revise, alter or amend any portion of any of the information or the associated software programs to which the NRC staff has on-site access pursuant to this agreement.
5. The NRC agrees to treat such information as confidential to STPNOC and as information that could be withheld from public disclosure under 10 C.F.R. 2.390 if it were an agency record. It is mutually understood that with respect to information to which NRC has access pursuant to this agreement, which has not been received by the NRC in response to a request to STPNOC in accordance with the paragraph numbered 2(b), above, no affidavit is required because the data are not agency records and 10 C.F.R. 2.390 is not applicable. In the event that, contrary to the contemplation of both parties, the documents are determined to be agency records, and in any event, before considering any release by NRC of 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 2.390.
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.

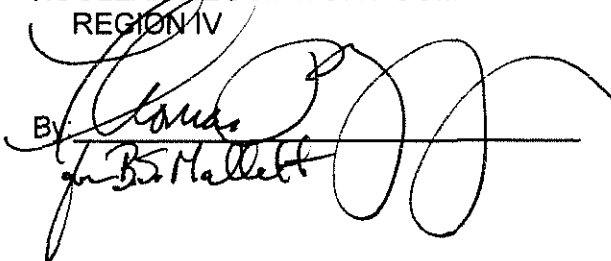
STPNOC

Date:

By: _____

NUCLEAR REGULATORY COMMISSION
REGION IV

Date:

By: 
John B. Mallett

11/8/2004

COMPUTER ACCESS AND OPERATING AGREEMENT

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 - b) Oracle
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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.

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In witness whereof, the undersigned have executed this Agreement.

STPNOC

Date:

By: _____

NUCLEAR REGULATORY COMMISSION
(REGION IV

Date:

By: _____
for b.s. Haller

11/8/2004