

**AGREEMENT BETWEEN
THE U.S. NUCLEAR REGULATORY COMMISSION
AND
THE STRATEGIC TEAMING AND RESOURCE SHARING SUBGROUP OF
UTILITIES SERVICE ALLIANCE, INC.
REGARDING PARTICIPATION IN THE
HUMAN EVENT REPOSITORY AND ANALYSIS DEMONSTRATION PROJECT**

WHEREAS, the U.S. Nuclear Regulatory Commission (hereinafter NRC) and the Strategic Teaming and Resource Sharing subgroup of Utilities Service Alliance, Inc., a nonprofit cooperative of electric utilities with its headquarters in Overland Park, Kansas (hereinafter STARS), have a mutual interest in cooperation in the field of human performance in data collection and analysis;

AND WHEREAS, STARS is a subgroup of Utilities Service Alliance, Inc., consisting of the six nuclear power companies Luminant (Comanche Peak station), AmerenUE (Callaway station), South Texas Nuclear Operating Company, Pacific Gas & Electric (Diablo Canyon station), Wolf Creek Nuclear Operating Corporation, and Arizona Public Service (Palo Verde station);

AND WHEREAS, the NRC intends to use the U.S. Department of Energy (hereinafter DOE) Idaho National Laboratory (hereinafter INL) expertise for the Human Event Repository and Analysis (hereinafter HERA) Demonstration Project conducted with STARS;

AND WHEREAS, STARS is interested in participating cooperatively in the HERA Demonstration Project as set forth in this Agreement;

The parties AGREE as follows:

ARTICLE 1. OBJECTIVE

- 1.1 The NRC and STARS, in accordance with the provisions of this Agreement, Section 31 of the Atomic Energy Act of 1954, as amended, and subject to other applicable laws, regulations, and national policy in force in the United States, will join together for cooperative research in the HERA Demonstration Project. STARS understands and agrees that this Agreement is subject to the Atomic Energy Act Section 170A, "Conflicts of Interest Relating to Contracts and Other Arrangements," as further implemented by NRC regulations at Title 48, "Federal Acquisition Regulations System," Subpart 2009.5, "Organizational Conflicts of Interest," of the *Code of Federal Regulations* (48 CFR 2009.5). Accordingly, it is understood by the Parties that STARS is the provider of data for the demonstration project and shall not provide technical support, analysis, advice, evaluations, or recommendations to the NRC or INL in connection with cooperating and participating in the study. However, STARS shall provide written feedback to NRC and INL on their experience using HERA to facilitate future improvement to the HERA system.
- 1.2 The NRC research program included under this Agreement is directed toward improving the HERA system through populating the HERA database and receiving user feedback.

- 1.3 In view of the significant data to be acquired and potential human performance insights to be derived from this unique demonstration project, the NRC considers this project to be appropriate for collaboration with STARS.

ARTICLE 2. SCOPE OF AGREEMENT

- 2.1 The NRC shall provide the HERA software and corresponding technical assistance, and one-time training on the use of HERA to perform the activities under this HERA Demonstration Project.
- 2.2 STARS shall provide staff competent in event analysis to receive NRC training in HERA coding and make reasonable efforts to maintain data quality when populating the HERA database with STARS events.
- 2.3 The NRC will have full access to STARS data with the exception of the plant name.
- 2.4 The NRC shall not issue a notice of violation to any STARS plant for nonwillful violations identified as a result of weaknesses discovered in the STARS data through the HERA Demonstration Project.
- 2.5 STARS shall not use HERA as a means to meet the STARS subgroup individual licensee reporting responsibilities under 10 CFR 50.72, "Immediate Notification Requirements for Operating Nuclear Power Stations," and 10 CFR 50.73, "License Event Report System," or any other reporting requirement. Any compensatory measures devised shall not be considered as satisfying the NRC regulatory requirements without formal review and/or inspection of the condition or facility. Such reviews and inspections are outside the scope of this Agreement.
- 2.6 STARS is the provider of data for the HERA Demonstration Project and will provide user feedback on the HERA system.
- 2.7 The access of STARS to the HERA database will be limited to STARS data.
- 2.8 STARS shall not transfer the HERA software and its database accessibility to another party unless the NRC agrees.
- 2.9 Neither the NRC nor INL will perform data analysis or interpret analysis results exclusively on behalf of STARS.
- 2.10 The NRC, STARS, and INL will regularly exchange information and communicate regarding issues relating to the demonstration project and keep each other apprised. The communications shall be limited to exchanging information and providing updates on the status of activities in progress or planned, and providing feedback on the HERA system.
- 2.11 Any meeting is for information exchange regarding the demonstration project and HERA. Meetings are not to be construed as requests or opportunities for (or used by the NRC for obtaining) advice or recommendations of STARS or its personnel on policy or regulatory matters within the scope of the NRC's responsibilities.

- 2.12 STARS will make advice or recommendations, if any, to the Commission on regulatory or policy matters through the established procedures of the Commission, and the Commission will consider them in the same manner as other offers of advice or recommendations made through established Commission procedures.

ARTICLE 3. ESTIMATED PROJECT COSTS

- 3.1 This Agreement does not obligate any funds, and all activities under this agreement are subject to the availability of appropriated funds.
- 3.2 The NRC agrees to fund the activities of the NRC HERA team (comprising staff from the NRC and INL) in providing HERA coding training and other activities specified under this agreement.
- 3.3 The NRC, through its contractor, INL, shall provide project management, training, and HERA software and corresponding technical assistance to perform the activities under this HERA Demonstration Project. INL will invoice STARS for the cost of HERA training for the STARS staff except for the one-time training provided by the NRC as stated in Article 2.1 and software modifications exclusively for the benefits of STARS. STARS will reimburse the NRC by submitting payment to INL, which INL will offset against its invoices for services provided to the NRC as part of the HERA Demonstration Project.
- 3.4 The one-time training stated in Article 2.1 is a supplement to the planned HERA training provided by INL for the NRC staff.
- 3.5 The NRC agrees to bear the cost of maintaining a functional HERA system at INL under this Agreement, subject to the availability of appropriated funds.
- 3.6 STARS agrees to bear the costs of the STARS staff travel and living expenses in receiving HERA training and other activities specified under this Agreement.

ARTICLE 4. PROGRAM MANAGEMENT

- 4.1 The NRC shall appoint the NRC project manager of the contract between the NRC and INL that provides funds for INL to support the HERA Demonstration Project as the NRC representative of the HERA Demonstration Project. The NRC shall furnish STARS with the name of the appointed representative, which may change from time to time.
- 4.2 STARS shall appoint a representative for the HERA Demonstration Project. STARS shall furnish the NRC and INL with the name of the appointed representative, which may change from time to time.

ARTICLE 5. EXCHANGE AND USE OF INFORMATION

- 5.1 The NRC and INL shall handle and process all STARS events coded into the HERA database as proprietary information according to the applicable laws and regulation.

- 5.2 The NRC and STARS agree that the direction, determinations, and decisions regarding approval or disapproval of reports, summaries, data, and related documents that result exclusively from the work will be joint decisions of the NRC and STARS.

ARTICLE 6. DISPUTES

Cooperation under this Agreement shall be in accordance with the laws and regulations of the United States. Any questions or disputes concerning the interpretation or application of this agreement arising during its term shall be settled by mutual agreement of the parties. This agreement does not confer an enforceable right of action on any party.

ARTICLE 7. RESPONSIBILITY

- 7.1 The NRC shall have the following responsibilities subject to the availability of appropriated funds:
- 7.1.1 Provide funding to provide one-time training to STARS staff on coding events into the HERA system as stated in Article 2.1. Approximately 20 members of the STARS staff will receive the training.
 - 7.1.2 Provide funding for the NRC HERA team (comprising staff from the NRC and INL) to attend meetings related to the HERA Demonstration Project.
 - 7.1.3 Provide funding to document the results of the HERA Demonstration Project
- 7.2 STARS shall have the responsibility to ensure satisfaction of the following requirements subject to the availability of funding:
- 7.2.1 Provide funding for STARS staff members who are competent in event analysis to receive training on HERA coding.
 - 7.2.2 Populate the HERA database with STARS event information according to the quality assurance process described in NUREG/CR-6903, Vol. 2 "Human Event Repository and Analysis (HERA): The HERA Coding Manual and Quality Assurance."
 - 7.2.3 Provide funding for the STARS team to attend meetings related to the HERA Demonstration Project.
 - 7.2.4 Provide user feedback on the use of the HERA system to the NRC and INL on a timely basis.
 - 7.2.5 Provide a summary of lessons learned from the collaboration to the NRC and INL before the end of the project.

- 7.3 The Parties understand that, in using INL expertise, the laboratory shall be limited to applying its best efforts in the performance of such work by competent staff within the limits of time and funds provided. Accordingly, NRC shall ensure that INL:
 - 7.3.1 Prepare training material and provide training on HERA event coding.
 - 7.3.2 Maintain the HERA system active and functional.
 - 7.3.3 Provide technical assistance to STARS staff regarding the interaction with the HERA system.
 - 7.3.4 Document the lessons learned from the collaborative project with respect to the NRC and STARS before the end of the project.

ARTICLE 8. TERMINATION

The NRC or STARS may withdraw from the present Agreement after providing the other Party written notice at least 30 days before the withdrawal date.

ARTICLE 9. MODIFICATION AND INTEGRATION

No modification to this Agreement shall be valid unless written and signed by the undersigned representatives (or their successors) of the NRC and STARS. This Agreement contains the entire understanding between the parties, and there are no understandings not set forth or incorporated by reference.

ARTICLE 10. ENTRY INTO FORCE

- 10.1 This Agreement shall enter into force upon signature by both Parties and shall remain in force through June 30, 2010.
- 10.2 The NRC and STARS can mutually agree to extend this Agreement through an exchange of letters and Amendment to Article 10 of this Agreement.

<p>FOR THE U.S. NUCLEAR REGULATORY COMMISSION,</p> <p>BY:  Brian W. Sheron</p> <p>TITLE: <u>Director, Office of Nuclear Regulatory Research</u></p> <p>DATE: <u>Aug 5, 2008</u></p> <p>PLACE: <u>Rockville, MD</u></p>	<p>FOR UTILITIES SERVICE ALLIANCE, INC,</p> <p>BY:  Carl E. Parry</p> <p>TITLE: <u>President and Chief Executive Officer</u></p> <p>DATE: <u>Aug. 27, 2008</u></p> <p>PLACE: <u>Overtland Park, KS</u></p>
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