



UNITED STATES
NUCLEAR REGULATORY COMMISSION

REGION IV
612 EAST LAMAR BLVD, SUITE 400
ARLINGTON, TEXAS 76011-4125

June 25, 2009

Mr. Sudesh Gambhir
Vice-President Technical Services
Energy Northwest
Columbia Generating Station
P.O. Box 968 (Mail Drop 1023)
Richland, WA 99352-0968

Dear Mr. Gambhir:

This letter responds to Mr. Donald Gregoire's June 15, 2009, e-mail to Ms. Karla Smith Fuller, Regional Counsel, U.S. Nuclear Regulatory Commission (NRC), Region IV, concerning a computer access and operating agreement between NRC and Energy Northwest.

Per Mr. Gregoire's request, the agreement has been reviewed and approved. I have signed two originals, and have enclosed them. Please sign both, retain one for your records, and return one signed original to me.

If you have questions, please contact me, or you may have a member of your staff contact Ms. Fuller at 817-860-8271.

Thank you for your assistance in this matter.

Sincerely,

/RA/

Elmo E. Collins
Regional Administrator

Enclosures: As stated

bcc w/enclosure:
 Chuck Casto, DRA
 Dwight Chamberlain, DRP, Director
 Anton Vogel, DRP, Deputy Director
 Wayne Walker, BC
 Karla Fuller, RC
 Ronald Cohen, SRI
 Mahdi Hayes, RI

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ADAMS	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> SUNSI Review Complete	Reviewer Initials: KDF
Category B.1	<input checked="" type="checkbox"/> Publicly Available		<input checked="" type="checkbox"/> Non-sensitive	
Category A	<input type="checkbox"/> Non-publicly Available		<input type="checkbox"/> Sensitive	
KEYWORD:				
RIV:ORA:RC	RA			
KDFuller	EECollins			
/RA/	/RA/			
06/25/2009	06/25/2009			

OFFICIAL RECORD COPY

T=Telephone

E=E-mail

F=Fax

Computer Access and Operating Agreement

This Agreement is made between the Nuclear Regulatory Commission (NRC) and Energy Northwest for the purpose of Energy Northwest voluntarily providing the NRC on-site inspectors access to certain Energy Northwest electronic computer applications and databases.

WHEREAS, Energy Northwest desires to enhance the NRC access to information regarding Columbia Generating Station by voluntarily providing NRC on-site inspectors access to certain computer hardware, software, applications, and databases owned and controlled by Energy Northwest, that are customarily held in confidence by Energy Northwest, so that NRC on-site inspectors may access data expeditiously and efficiently in the performance of their duties; and

WHEREAS, Energy Northwest is willing to make available to the NRC on-site inspectors certain computer hardware, software, applications, and databases as appropriate or necessary to provide the NRC on-site 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, Energy Northwest will make available to and maintain in the NRC office at Columbia Generating Station a personal computer and related hardware and software necessary for the NRC on-site inspectors to access Energy Northwest information required to fulfill their regulatory responsibilities to include:
 - a. Basic computer operating system software required for access to the Energy Northwest local area network (LAN).
 - b. All applications in the LAN Network folder except those used for accessing the Institute of Nuclear Power Operators (INPO) and World Association of Nuclear Operators (WANO) websites.
 - c. Microsoft Office
 - d. All information contained in the Sharepoint that is available to all employees, except for information related to the Boiling Water Reactor Owner's Group (BWROG).

- e. Other information that may become available on the LAN that is mutually agreeable to both parties.
2. The software and databases referred to above will be available to NRC on a "view only" basis with no data modification capability and no control over the associated software programs. However, NRC will have the capability to print out and/or save electronically any data retrievable by the terms of this agreement.
 3. The NRC acknowledges that all data and any hard copies thereof made available to NRC pursuant to this agreement are "owned" and under the "control" of Energy Northwest and NRC will treat such information as proprietary to that company unless determined otherwise. However, any data, which the NRC reduces to hard copy printout or transfers to a computer hard drive or disk in the NRC resident inspector's office is considered an agency record under federal law. In the event that a request is received by the NRC for any Energy Northwest information residing in NRC's possession, prior to any public release, NRC will provide Energy Northwest the opportunity to request that the information be withheld from public disclosure based upon its proprietary nature by executing an affidavit in accordance with agency regulations, 10 C.F.R. 2.390.
 4. Energy Northwest acknowledges that all communications that are part of the formal licensing process will continue to be conducted in a format consistent with the relevant federal regulations (i.e., 10 C.F.R.) and standard docketing protocols.
 5. This agreement shall remain in effect from the 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.

Energy Northwest

Date:

By: _____

Nuclear Regulatory Commission
Region IV

Date:

By: **/RA/ Elmo E. Collins** _____

_____ 06/25/2009 _____