



ENERGY NORTHWEST

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July 16, 2009
GO2-09-100

Elmo E. Collins
Regional Administrator, Region IV
612 E. Lamar Blvd, Suite 400
Arlington, TX 76011-4125

Subject: **COLUMBIA GENERATING STATION, DOCKET NO. 50-397
COMPUTER ACCESS AGREEMENT**

Reference: Letter dated June 25, 2009, Elmo E. Collins (NRC) to Sudesh Gambhir
(Energy Northwest), no title

Dear Mr. Collins:

As requested in the referenced letter, both copies of the computer access and operating agreement between the NRC and Energy Northwest attached in the referenced letter have been signed. One original is retained for our records and the remaining original is enclosed with this letter.

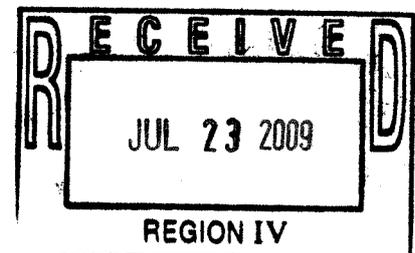
If you have any further questions please contact MC Humphreys, Licensing Supervisor at 509-377-4025.

Respectfully,

SK Gambhir
Vice President, Technical Services

Enclosure: As stated

cc: NRC Senior Resident Inspector - 988C
NJ DiFrancesco - NRR
WA Horin -Winston & Strawn



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:

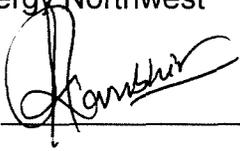
Now, therefore, in consideration of the covenants and conditions set forth below, the parties mutually agree as follows:

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

By: 

Date:

July 06, 2009

Nuclear Regulatory Commission
Region IV

By: 

Date:

June 25, 2009