

## COMPUTER ACCESS AGREEMENT

This AGREEMENT is made between the U.S. NUCLEAR REGULATORY COMMISSION ("NRC") and NEXTERA ENERGY DUANE ARNOLD, LLC ("NextEra"), licensee and operator of Duane Arnold Nuclear Plant ("DAEC"), for the purpose of NextEra voluntarily providing the NRC with access, on a read only basis, to certain of NextEra's computer applications.

**WHEREAS**, NextEra desires to enhance the NRC's ability to perform its regulatory functions with respect to DAEC by providing the NRC with access to certain computer hardware, software, and applications owned by NextEra and under NextEra's control so that data that is required for NRC inspection activities may be electronically accessed in a timely manner; and

**WHEREAS**, NextEra is willing to make available to NRC certain computer hardware, software, and applications as appropriate or otherwise necessary for NRC to continue to perform its regulatory responsibilities subject to the terms and conditions set forth below;

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

1. At no charge to NRC, NextEra will make available and maintain for use by authorized NRC employees and contractors at DAEC the following hardware and software and applications that are necessary for the NRC to access NextEra's information that the NRC requires to fulfill its regulatory responsibilities:
  - a. One (1) standard configuration workstation at DAEC.
  - b. Read-Only rights to the following applications at DAEC:


DEI  
DDS Consumer  
Electronic File System  
Elog Guest  
DAEC Schedule  
WPI  
PI  
Pre job Brief Database  
SMART  
Team Track  
PRC  
ORAM Sentinel  
Operator Sentinel  
Operator Burden  
Maint Rule Guest  
NAMS

2. The standard configuration workstation referred to in Paragraph 1 shall be located inside the NRC Resident Inspector's office at DAEC at a location within that office. The applications referred to in Paragraph 1 will be available to NRC through "read only" access with no data modification capability and no control over the associated applications. However, NRC will have the capability to print out and/or save to computer disk such data as may be retrievable from the applications referred to in Paragraph 1. NextEra will provide access to printing equipment for this purpose, provided that such equipment shall be located outside of the NRC Resident Inspector's office at DAEC.
3. The workstations and applications referred to in Paragraph 1 may be used by authorized NRC employees and contractors for the sole purpose of fulfilling NRC's regulatory responsibilities. Authorized NRC employees and contractors using the workstations and applications shall not at any time (a) access, display, transmit, store, download, or distribute images, messages, information, or cartoons that may be construed as threatening or relating to acts or instruments of violence, or of a vulgar, sexual, or discriminatory nature; (b) use such electronic communications in a way that may be construed as harassing, discriminatory, or offensive to others based on their race, color, religion, sex, age, disability, national origin, or sexual orientation; (c) use such workstation to distribute holiday cards, chain letters, jokes, or "junk" e-mail; or (d) use such workstation to solicit others for commercial ventures, political causes, outside organizations, nor for any other reason, at any time, for personal gain. Any violation of this Paragraph will result in immediate termination of this Agreement by NextEra.
4. NextEra and NRC agree that information obtained by NRC under this Agreement does not constitute "communications" as part of the formal licensing process pursuant to applicable regulations contained in Title 10 of the Code of Federal Regulations (CFR). NextEra and NRC agree that all communications that are part of the formal licensing process will continue to be accomplished in a format consistent with the relevant NRC regulations contained in Title 10 of the CFR, i.e., processed according to NRC's normal docketing procedures. In this regard, NRC agrees that the information in the applications listed in Paragraph 1 furnished to NRC under this Agreement does not constitute information that is "provided to the Commission," and that this Agreement does not itself establish any requirement to maintain the information contained in the applications listed in Paragraph 1. NextEra makes no warranty, guarantee, or representation as to the completeness and accuracy of the information contained in the applications listed in Paragraph 1 of this Agreement. Accordingly, NRC agrees that NextEra shall not be subject to enforcement action pursuant to 10 CFR 50.9(a) arising out of any inaccurate or incomplete information contained in the applications listed in Paragraph 1, unless that information is otherwise required to be maintained by statute, regulation, order or license condition.

5. NRC acknowledges that all computer hardware, software, and applications, listed in Paragraph 1, and the information contained in those applications are owned and under the control of NextEra. NRC agrees that information contained in the NextEra applications for which access is provided under this Agreement does not constitute an "agency record" as that term is defined by the Freedom of Information Act, 5 USC 552, and NRC's implementing regulations in 10 CFR Part 9. However, any data that the NRC reduces to hard copy printout or transfers to a computer hard drive or disk in an NRC Resident Inspector's office, shall be treated in accordance with federal law and applicable NRC regulations.
6. NRC regulations require that licensees provide inspectors access to licensee records. *See* 10 CFR 26.821(a), 50.70(a), and 70.55(b). NRC inspectors will only reduce to hard copy or transfer to hard disk those documents which are required for the NRC to fulfill its regulatory responsibilities. In the event a request is received by the NRC for any NextEra information obtained pursuant to this Agreement and residing on NRC hard-drives or in NRC's possession, in hard copy or electronic form, NRC will provide timely written notice of such request to NextEra pursuant to 10 CFR 9.28 and, prior to any public release of such information, will provide NextEra with the opportunity to request that the information be withheld from public disclosure based upon its proprietary nature or upon other legal grounds, by executing an affidavit in accordance with NRC regulations at 10 CFR 2.390(b)(4).
7. The terms of this Agreement shall be in effect for two (2) years from its date of execution by both parties. The term of this Agreement shall be automatically extended by one (1) year unless either party takes action under paragraph 9 to terminate the Agreement.
8. This Agreement provides for the voluntary, good faith provision of hardware and software by NextEra to NRC at no cost to NRC. This Agreement shall not create in NRC any obligation to compensate NextEra for the activities conducted thereunder, and shall not create in NextEra any right to receive compensation for the activities conducted thereunder. In no event shall NextEra be liable to NRC for any damages, including but not limited to general, direct, incidental, punitive, special, or consequential damages of any nature, whether in contract, tort, or otherwise, arising out of any failure by NextEra to comply with any of the terms and conditions of this Agreement.
9. The parties may modify this Agreement at any time in a writing signed by both parties. Either party shall have the right, upon written notice to the other party, to terminate this Agreement, in whole or in part, at any time, without cost, penalty, or liability to the other party.
10. The NRC's obligations under Paragraphs 4, 5, and 6 shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.


**NEXTERA ENERGY DUANE ARNOLD, LLC**

By: 

Title: DOE SUP

Date: 12/1/11

**U.S. NUCLEAR REGULATORY  
COMMISSION**

By: 

Title: Acting Reg. Adm.

Date: 12/13/11