



August 28, 2013

Shirley S. Xu  
License Branch  
Division of Materials Safety and State Agreements  
US Nuclear Regulation Commission  
Office of Federal and State Materials and  
Environmental Management Programs  
Washington, DC 20555-0001

Re: Radioactive Materials and Radiation Machines, Held by OSRAM Sylvania Inc. –  
Explanation of Change in Parent Corporation

Dear Ms. Xu:

I am writing as an authorized officer of OSRAM SYLVANIA Inc. (“OSI”), a Delaware corporation. Specifically, we are writing concerning the above-referenced licenses held by OSI, to note the fact of a recent change in the ultimate corporate parent of OSI. OSI holds licenses for facilities in California, Kentucky, Pennsylvania, Rhode Island, New Hampshire and Puerto Rico. For facilities in states that have an “agreement” with NRC, we are also notifying those states with a separate letter.

OSI is aware that state and federal laws prohibit transfer of radioactive materials and radioactive machines licenses, and OSI has not transferred such materials or licenses, and is not proposing a transfer. OSI is also aware that under in certain circumstances, state and federal laws also consider changes in control of the corporate entity which holds these materials and licenses to be a transfer, so that a new license is issued to the new corporate entity. In this case, OSI believes there is no transfer of materials or licenses, but to ensure you are informed of a change in an upper-tier parent company, OSI is providing information in this letter regarding a recent change in its parent company’s stock ownership as a publicly-traded company.

For a number of years, the ultimate parent company of OSI has been the wholly-owned subsidiary of Siemens Corporation (“Siemens”), a large, publicly-traded multinational company, based in Germany. Siemens’ stock is traded on the German stock exchange, among other stock exchanges. Over time, there have been various intermediate parent companies between OSI and its ultimate parent company, Siemens. (Since July 4, 2011, the immediate corporate parent of OSI has been OSRAM GmbH, a German company; that is true today.) Most recently, the upper

OSRAM SYLVANIA  
100 Endicott Street  
Danvers, MA 01923  
☎ (978) 777-1900

[www.sylvania.com](http://www.sylvania.com)

tier parent company of OSRAM GmbH was (and is today) OSRAM Licht, AG (“OSRAM Licht”), which was, until recently owned by Siemens.

In July 2013, Siemens distributed approximately 81% of its stock in OSRAM Licht to the then-current shareholders of Siemens’ stock. At that time, Siemens also retained approximately 17% of the OSRAM Licht stock, and distributed approximately 2.5% of the OSRAM Licht stock to Siemens Pension Trust. The OSRAM Licht stock is publicly traded on the German stock exchange. The result of this action in July was to remove Siemens as the ultimate parent company of OSI. However, OSI’s immediate parent, OSRAM GmbH remains its immediate parent, and OSRAM Licht is now the ultimate parent company of OSI.

OSI is not changing as a result of this change in ultimate corporate parent, nor is there a change in OSI’s immediate parent company, the German company OSRAM GmbH. Nor does this change in percentage ownership from its ultimate parent company result in any transfer or change in the ownership of OSI assets, operations, nor transfer any of the activities or employees of OSI. It also does not change any ownership of any radioactive materials or machines.

To further assist you in understanding this matter, we offer the following information, in question and answer form.

1. Provide the new name of the licensed organization, and if there will be no change, so state.  
*Answer:* OSRAM SYLVANIA Inc. is the licensed organization. There is no change.

2. Identify any changes in personnel named in the license, including any required information on personnel qualifications.  
*Answer:* No change.

3. Indicate whether the seller/transferor will remain in business (as a separate entity) without the license.  
*Answer:* There is no seller/transferor. OSRAM SYLVANIA Inc. continues in business and holds the license now, and will continue to do so.

4. Provide a complete, clear description of the transaction, including any information regarding transfer of stocks or assets.  
*Answer:* There is no transaction, only the distribution of stock of OSRAM Licht, AG (OSI’s ultimate parent company). There is no sale or exchange of OSI stock, or any change in the ownership of OSI’s assets.

5. Indicate and fully describe any planned changes in organization, location, facilities, equipment, procedures, or personnel.  
*Answer:* The entity that owns the property or facilities subject to permits (and as to any permit applications pending), will have the same personnel, location, facility, equipment, procedures, assets and liabilities.

6. Indicate and fully describe any changes in use, possession, or storage of the licensed radioactive materials, or machines, or any changes in operating and/or emergency procedures.

Answer: No change.

7. Indicate whether all surveillance items and records, including radioactive material inventory and accountability requirements of the seller, will be current at the time of transfer. A description of the status of those requirements and records (e.g., calibrations, leak tests, surveys, etc.) should be provided to us.

Answer: The inventory for licensed material received, possessed and transferred or disposed, has not changed since it was last supplied. The status and use of the machines is also unchanged.

8. If applicable, please describe the status of the facility in terms of the presence or absence of contamination, and extended interim storage of low-level radioactive waste (LLRW). If contamination is present, please indicate whether decontamination is to occur before the transfer, or does the buyer/transferee agree to assume full liability for decontaminating the site. If LLRW is present, the transferee should confirm in writing that it takes full responsibility for the wastes.

Answer: Not applicable.

9. Indicate explicitly whether the buyer/transferee will agree to abide by all commitments and representations previously made to the Agency by the seller/transferor.

Answer: OSRAM SYLVANIA Inc. will continue to abide by its commitments.

10. Provide documentation that the seller and buyer agree to the change in ownership and licensed operation(s) and the conditions of the transfer.

Answer: There is no change in ownership or licensed operations. This letter is executed by Jane Running, Vice President of OSRAM SYLVANIA Inc.

11. The buyer must either (a) make the commitment, in writing, to abide by all constraints, conditions, requirements, representation, and commitments identified in the seller's radioactive material license, or (b) provide a description of its own program to assure compliance with the license and regulations.

Answer: OSRAM SYLVANIA Inc. will continue to abide by all constraints, conditions, requirements, representation, and commitments identified in the above-referenced radioactive material license or radiation machine license.

If you have further questions, please call Ken Gray at 207-791-1212, who is coordinating this matter for us.

Shirley S. Xu  
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Very truly yours,

A handwritten signature in cursive script, appearing to read "Jane Running".

Jane Running  
Vice President, OSRAM SYLVANIA Inc.

cc: Christianna M.L. Reed, Legal Counsel, OSI  
Albert P. Lelis, Corporate EHS Manager, OSI  
Alan Jones, Corporate Radiation Safety Officer, OSI  
Kenneth F. Gray, Pierce Atwood

From: (978) 750-2598  
Debra Burke  
Osram Sylvania  
100 Endicott Street

Origin ID: MXGA



J13201306280326

Danvers, MA 01923

Ship Date: 29AUG13  
ActWgt: 0.3 LB  
CAD: 4761512/INET3430

Delivery Address Bar Code



SHIP TO: (301) 415-7640

BILL SENDER

**Shirley S. Xu**  
**US Nuclear Regulatory Commission**  
**Materials Safety and State Agr**  
**Office of Fed and State Materials**  
**WASHINGTON, DC 20555**

Ref # 3979-66230040-39798572  
Invoice #  
PO #  
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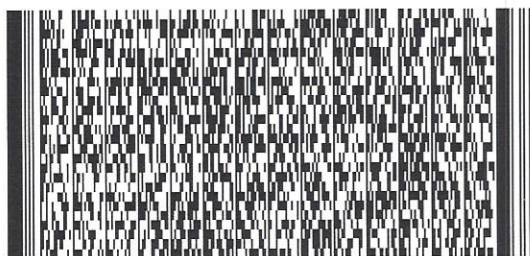
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