

ADDENDUM
to
MEMORANDUM OF UNDERSTANDING
Between
U.S. NUCLEAR REGULATORY COMMISSION
and
ELECTRIC POWER RESEARCH INSTITUTE, INC.
on
COOPERATIVE NUCLEAR SAFETY RESEARCH
Related to
PRIMARY WATER STRESS CORROSION CRACKING EXPERT PANEL ACTIVITIES

I. Introduction

This Addendum to the Memorandum of Understanding is entered into by and between the U.S. Nuclear Regulatory Commission (NRC) and the Electric Power Research Institute (EPRI), effective as of the date of signature of the last of the parties to execute this Addendum (the Effective Date). The NRC and EPRI are parties to the Memorandum of Understanding on Cooperative Nuclear Safety Research dated March 14, 2007 (the MOU), effective through September 30, 2016. Pursuant to the MOU, the parties agreed to encourage cooperation in nuclear safety research, which provides benefits for the NRC, the nuclear power industry (the Industry), and the public.

This Addendum to the MOU is authorized pursuant to Section 31 of the Atomic Energy Act (AEA) and/or Section 205 of the Energy Reorganization Act (ERA). The roles, responsibilities, terms, and conditions of this MOU should not be interpreted in a manner inconsistent with, and shall not supersede, applicable Federal laws and regulations.

This Addendum describes cooperative activities between NRC and EPRI related to an expert panel which will evaluate laboratory testing and data acquisition techniques for primary water stress corrosion cracking (PWSCC) in nickel-base alloys.

II. Objectives

The objective of this Addendum to the MOU is to allow the sharing of information on PWSCC testing techniques and data acquisition that has been gained through experience with research programs that have been funded by the respective parties over the last several years. The specific objectives are as follows:

1. Allow participation by NRC staff and contractors in an EPRI-organized expert panel (hereafter referred to as the Expert Panel) to review available PWSCC data generated by NRC-funded research, EPRI-funded research, and other international

programs, and to identify the appropriate attributes for data to be considered for independent component integrity evaluations.

2. Ensure the timely sharing of analyses, reports, or other work products that result from the Expert Panel process.
3. Allow for periodic public meetings for discussion of program objectives and progress with interested stakeholders.

III. Scope

The scope of this Addendum relates to achieving the objectives stated in Article I and addresses the following elements:

1. NRC staff and contractor participation in the Expert Panel shall be limited to technical matters related to their expertise in PWSCC laboratory testing and data acquisition.
2. The data that is within the scope of consideration for the Expert Panel shall include those acquired through testing programs funded independently by NRC, EPRI, and any other organization requested by EPRI to be included in this activity. The testing programs themselves are not within the scope of this Addendum.
3. EPRI and NRC shall reach mutual agreement on the Expert Panel charter, work plan, and other relevant documents which describe the roles and responsibilities of NRC staff or contractors.
4. EPRI and NRC shall execute the work plan according to the terms set forth in this Addendum and the Expert Panel charter.
5. In reporting the results of the Expert Panel, NRC staff and contractors shall draw no joint conclusions with EPRI concerning the applicability of laboratory-acquired data to plant component integrity evaluations.
6. The participation of NRC staff and contractors shall not indicate the NRC endorsement or approval of any analyses of the data or conclusions drawn by EPRI resulting from the work of the Expert Panel
7. Approximately once per year, or as appropriate, the NRC shall hold a public meeting to discuss the program objectives and progress with interested stakeholders.

IV. Period of Performance

The period of performance for this Addendum shall be September 1, 2014 through September 30, 2016, or the applicable MOU extension renewal date.

V. Project Direction and Coordination

All technical interactions will be managed through a single designated point of contact for each party (the Project Contacts). The Project Contacts are:

U.S. Nuclear Regulatory Commission	Electric Power Research Institute
Primary: Greg Oberson , Materials Engineer, RES	Primary: Paul Crooker , Principal Technical Leader, MRP
Alternate: Robert Tregoning , Senior Technical Advisor for Materials, RES	Alternate: Al Ahluwalia , Technical Executive, MRP

VI. Use of Contractors

The assignment and approval of any technical work for NRC contractors participating in the Expert Panel is the sole responsibility of the NRC project manager. The NRC project manager shall participate in any meeting at which a contractor is present and shall be provided the same access to data, documents, or other materials relevant to the contractor's participation in the Expert Panel.

VII. Costs and Schedules

The ability of NRC and EPRI to carry out the activities described in this Addendum is subject to the availability of funding. It is also understood that the terms herein agreed to represent feasible commitments according to the best understanding regarding resources and costs to the parties at the time of signature. None of the work will be co-funded. EPRI and NRC are responsible for their respective costs in implementing this Addendum. This addendum does not create any binding obligation or enforceable right of action of any kind on the part of either party. This Addendum does not obligate any funds.

VIII. Disputes

Cooperation on work related to this Addendum shall be in accordance with the laws and regulations of the United States. Any questions other than those related to intellectual property concerning the interpretation or application of this Addendum arising during its term shall be settled by mutual agreement of the parties.

If a dispute arises out of or relating to this Addendum or any breach thereof, the parties will first attempt to settle the dispute through direct negotiation between the Project Contacts. If the

Project Contacts cannot settle such a dispute, the dispute shall be submitted to the Senior Management Contacts (as defined in the MOU as the Director of the Office of Nuclear Regulatory Research and EPRI's Chief Nuclear Officer) for resolution.

IX. Modification and Integration

No modification of this Addendum shall be valid unless written and signed by authorized representatives of both EPRI and the NRC. This Addendum contains the entire understanding between the parties, and no understandings exist that are not set forth or incorporated by reference herein.

X. Entry into Force

This Addendum shall enter into force upon signature by both parties and shall remain in force through the end of the term of the MOU, or applicable MOU or extension renewal date.

AGREEMENT

/RA/

Brian Sheron, Director
Office of Nuclear Regulator Research
U.S. Nuclear Regulatory Commission

/RA/

Neil Wilmshurst
Vice President and Chief Nuclear Officer
Electric Power Research Institute, Inc.

Date: 11/05/14

Date: 12/8/14