

KROHN & HOEGEN
ATTORNEYS-AT-LAW RECEIVED

930 UNITED PENN BANK BUILDING

WILKES-BARRE, PENNSYLVANIA 18701
1719 JUL 9 9 53

SUCCESSORS TO
FAHEY & CASPER
(1940-1977)

USNRC-OELD

THEODORE L. KROHN
PETER J. HOEGEN, JR.
ROBERT E. MARSH, JR.
FREDERICK W. ALCARO
ALLAN P. RAMSAY, JR.

AREA CODE 717
826-1810

WILLIAM J. FAHEY
COUNSEL TO THE FIRM
CHARLES L. CASPER
(1906-1975)

July 3, 1979

James M. Cutchin, IV, Esquire
Counsel for NRC Staff
United States Nuclear Regulatory
Commission
Washington, D.C. 20555

Re: Pennsylvania Power & Light Company, et al.
Docket Nos. 50-387 and 50-388
Subpoena issued to Mary Kelchner Creasy

Dear Mr. Cutchin:

I am writing this correspondence on behalf of my client, Ms. Mary Kelchner Creasy to inform you that following receipt of the Staff's Subpoena dated June 11, 1979 directed to Ms. Creasy in the above matter, my client and I have reconsidered and reviewed the various Secrecy Agreements (copies enclosed) she executed during the course of her employment with Bechtel Corporation, and it is my client's posture that she is constrained in the nature and scope of the information she can provide at a deposition proceeding regarding her work and observations while employed by Bechtel. In light of the contractual restraints imposed upon my client, she will not be capable of providing any additional information, either in depositions or otherwise, beyond the statements she made during the pre-hearing conference in these proceedings in January, 1979.

Furthermore, my client informs me that in any event, the information she possesses in connection with the processes and procedures of Bechtel Corporation, its employees, and/or subcontractors, is no greater than that information given during the January Hearing, and therefore, such discovery proceedings would be unproductive and serve no real purpose.

On the basis of the above, on behalf of my client, and by copy of this letter to the Chairman of the Atomic Safety and Licensing Board, namely Charles Bechhoefer, Esquire, I move for an Order dismissing or quashing the Subpoena directed to my client, Ms. Mary Kelchner Creasy, and request that such discovery action be discontinued of record.

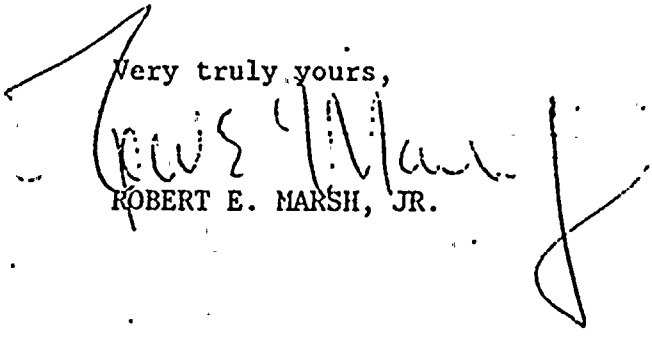
As depositions have been scheduled for July 11, 1979 in these proceedings, please contact me as soon as possible with respect to

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James M. Cutchin, IV, Esquire
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a Decision on this request.

Very truly yours,


ROBERT E. MARSH, JR.

REM/pka

cc: Ms. Mary K. Creasy

Charles Bechhoefer, Esquire
(With Enclosures)

The Bechtel Group



July 23, 1976

Mary K. Kelchner
310 E. Second Street
Berwick, PA 18603

Dear Mary,

On the occasion of the termination of your employment we should like to remind you of the nondisclosure or secrecy agreements which you have signed while in the employment of Bechtel.

You can obtain information concerning the contents of any such agreements to which you are a party by contacting either the undersigned or the Legal Department of Bechtel.

We bring to your attention the fact that the provisions of any secrecy agreements which you have signed while an employee of Bechtel remain in force until they expire by their terms and apply whether or not you are employed by Bechtel. Thus you are bound by such agreements after termination of your employment with Bechtel to the same extent as heretofore.

Your secrecy commitments form the basis for similar agreements which Bechtel has given to certain of its valued clients; hence your full cooperation in complying strictly with the terms of your commitments is of extreme importance and necessity and will be assumed and appreciated by Bechtel.

Yours very truly,

J. A. Dalberto

By J. A. Dalberto

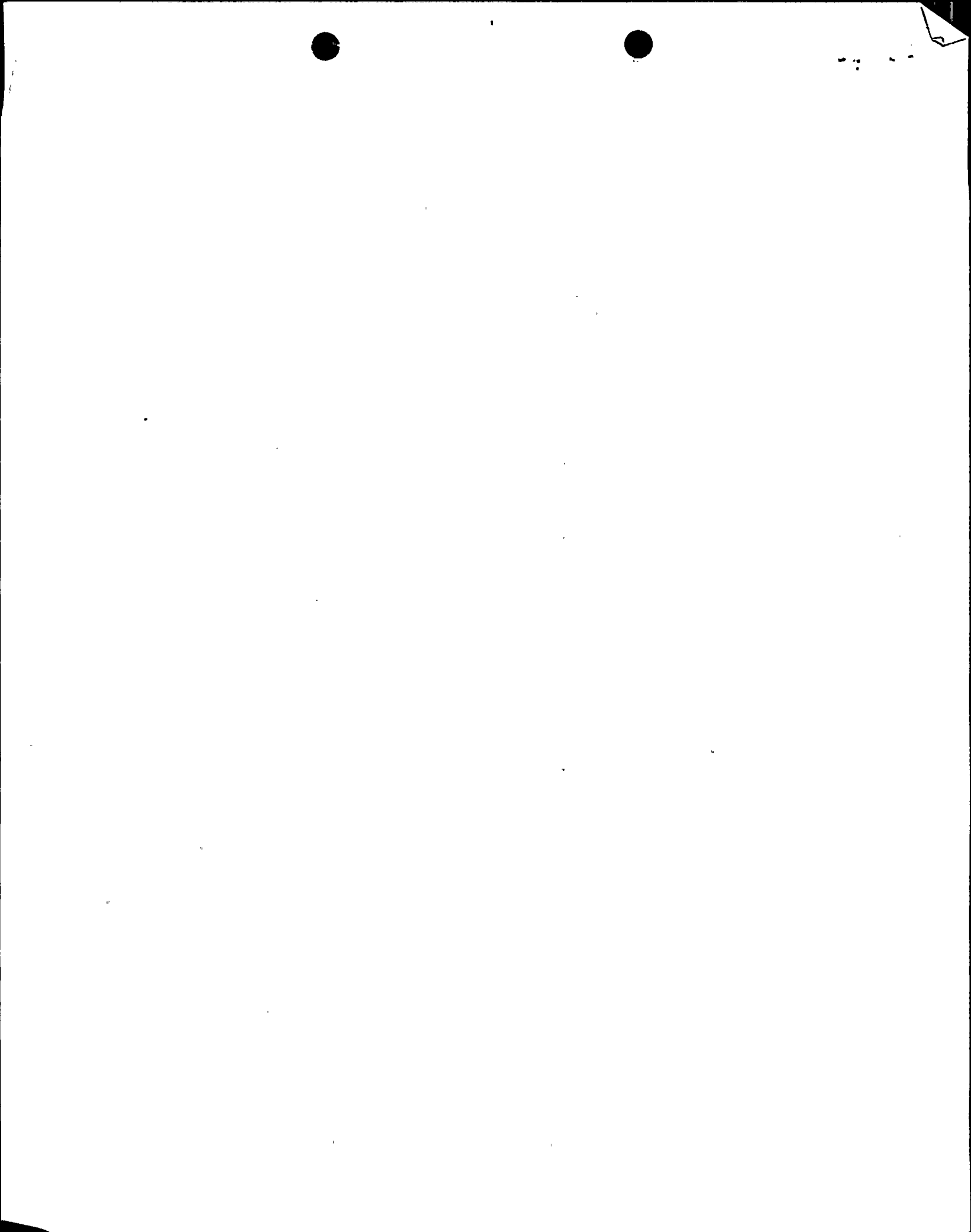
Title Sr Clk

(Signed)

Mary K. Kelchner
Employee

(Typed)

Mary K. Kelchner



E-11

AGREEMENT AND ACKNOWLEDGMENT OF OBLIGATION

THIS AGREEMENT AND ACKNOWLEDGMENT OF OBLIGATION, is executed by the undersigned Employee and delivered to Bechtel on the date set forth below.

1. Employee hereby acknowledges that he understands and agrees that the provisions hereof are part of his employment contract with Bechtel, and that his employment by Bechtel and the payment of the compensation he receives from Bechtel are induced by and in consideration of his agreement to such provisions, and his acknowledgment of his obligations hereunder.

2. As used herein, "Bechtel" shall mean Bechtel Corporation and any affiliate or subsidiary of Bechtel Corporation; "Client" shall mean any person or entity for whom Bechtel performs services or from whom Bechtel or Employee obtains information; "information" shall mean any information, knowledge, or data relating to plans, specification, documents, inventions, methods, processes, products or operations of Bechtel or Clients; and "employment" shall include employment for hourly wages, for salary, or as a consultant.

3. The parties recognize that the business of Bechtel and the nature of Employee's employment will permit Employee to have access to information of Bechtel and its Clients, that such information is the property of Bechtel and of its Clients, and that any unauthorized disclosure thereof may be highly prejudicial to their interests. The parties further recognize that Employee may during the term of his employment make inventions, discoveries or improvements.

4. Employee shall not disclose or use, directly or indirectly, at any time, any information as above defined, unless such disclosure or use is in the course of Employee's employment by Bechtel or has been expressly authorized in writing by Bechtel. Employee shall not remove any writings containing information from the premises or possession of Bechtel or its Clients unless he has obtained express authorization in writing by Bechtel to do so.

5. Any and all ideas, inventions, discoveries and improvements which Employee conceives, discovers or makes during the term of his employment, in any way relating to the business of Bechtel or arising out of or resulting from his employment, shall be the sole and exclusive property of Bechtel or its nominee. Employee shall promptly advise Bechtel of each such idea, invention, discovery and improvement and, whenever requested by Bechtel, he, his executors, administrators, legally appointed guardians, conservators or representatives shall without further compensation promptly execute any and all instruments which Bechtel may deem necessary to assign and convey to it, its successors or assigns, all the right, title and interest in and to each such idea, invention, discovery and improvement, and Letters Patent for the same, or such other interests therein as Employee may acquire, together with all instruments deemed necessary by Bechtel to apply for and obtain Letters Patent of the United States or foreign countries, it being understood and agreed that all expense incident to the securing of such applications and Letters Patent shall be borne by Bechtel, its successors or assigns. Employee understands and agrees that such obligation to execute such instruments shall continue after termination of his employment by Bechtel with respect to each such idea, invention, discovery and improvement, which Employee conceived, discovered or made during the term of his employment, in any way relating to the business of Bechtel or arising out of or resulting from his employment.

6. This Agreement and Acknowledgment of Obligation shall be effective as of the date that Employee commenced or commences his employment with Bechtel.

Dated: 10-24-75

Employee:

(Signature) Mary Kelchner

(Typed) Mary K. Kelchner

Attest:

(Signature) Marja Rodman

(Typed) Marja Rodman