

Davis

April 18, 1979

Docket Nos. STN 50-556
STN 50-557

George K. Edgar, Esq.
Morgan, Lewis & Bockius
1800 M Street, N.W.
Washington, D. C. 20036

Dear Mr. Edgar:

Enclosed are the originals of Agreements Regarding Disclosure of Confidential Information signed by:

1. Lawrence P. Crocker on 16 February 1979 (enclosure 1).
2. Michael B. Aycock on February 20, 1979 (enclosure 2).
3. Kazimieras Campe and William D. Paton on February 21, 1979 (enclosure 3).
4. John A. Kudrick and Mel B. Fields on February 20, 1979 (encl. 4).

Sincerely,

L. Dow Davis
Counsel for NRC Staff

DISTRIBUTION
 JTourtellotte
 LDDavis
 WPaton
 CWoodhead
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 Christenbury
 FF (2)
 Reg. Cent.
 LPDR
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Enclosures: As Stated

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OFFICE	OELD					
SURNAME	LDDavis:ns					
DATE						

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UNITED STATES OF AMERICA
 NUCLEAR REGULATORY COMMISSION

IN THE MATTER OF)	
)	
PUBLIC SERVICE COMPANY OF)	Docket Nos.
OKLAHOMA, ASSOCIATED ELECTRIC)	STN 50-556
COOPERATIVE, INC., and)	STN 50-557
WESTERN FARMERS ELECTRIC)	
COOPERATIVE, INC.)	
)	
(Black Fox Stations,)	
Units 1 and 2))	

AGREEMENT REGARDING DISCLOSURE OF
 CONFIDENTIAL INFORMATION

A. Lawrence P. Creeker (hereinafter "Signator")
~~is counsel to~~ an employee of NRC, a party to the above-
 captioned Construction Permit proceeding.

B. The Public Service Company of Oklahoma (PSO) has
 engaged General Electric Company (GE), a non-party in this
 proceeding, to supply the nuclear steam supply system for the
 Black Fox Nuclear Power Station.

C. NRC has requested that its ~~counsel~~ ^{employee}
~~be~~ be permitted to inspect the following GE document:

The Reed Report and the related Sub-Task Force
 Reports.

These documents are claimed by GE to contain confidential information and to be customarily held in confidence.

D. GE will make the documents available to Signator at the GE offices in ~~Tulsa, Oklahoma~~ ^{WFO} to inspect and take notes, provided that the information in those documents and notes (hereinafter "information") will be used for the sole purpose of evaluating the faithfulness of GE's verbatim extraction of those documents (i.e., that the verbatim extraction includes all portions of the Reed Report and related Sub-Task Force Reports concerning either the existing intervenor contentions or Board questions) and will be treated in a confidential manner as provided below.

E. In consideration of the disclosure of the information by GE, the Signator agrees as follows:

(1) Signator will inspect the documents, and take any notes in strict confidence and secrecy.

(2) Signator will use the information only (a) for the purposes of evaluating the faithfulness of GE's verbatim extraction, and (b) in consultation with GE toward resolving any disputes as to faithfulness of extraction, and (c) during in camera oral arguments toward resolution of any such disputes. The information, if used in whole or in part for any of the above purposes shall be subject to paragraphs (3) and (4) below and shall be presented only during in camera sessions before the Board that provide protection against non-disclosure equivalent to that provided under this Agreement.

(3) Signator will not photocopy, transcribe, reproduce, or disclose the information to any other person or entity who has not executed this Agreement.

(4) Signator will safeguard and hold in strict confidence the information, as well as all evaluations, data, or notes made in connection with the information in accordance with paragraph (3) above.

(5) Restrictions on disclosure contained herein shall not apply to any information or material:

- a. which can be shown to have been known or used by Signators prior to the date of disclosure to Signators by GE, or
- b. which either before or after the date of disclosure to Signators by GE is lawfully disclosed to Signators by an independent third party without restriction on disclosure on behalf of GE, or
- c. which either before or after the date of disclosure to Signators by GE becomes available to the public through no fault of Signators.

Nothing in this Agreement shall be construed as permitting Signator to unfairly obtain the right to use information that becomes publicly known through an improper act or omission on their part.

(6) GE retains all right, title and interest in and to the information.

(7) Signator may not assign this Agreement.

(8) Signator makes no admission as to whether the information disclosed by GE is, in fact, confidential information, but Signator will treat the information on a confidential basis. In the event any NRC regulation, rule, or ASLB order, other administrative order, or judicial ruling requires the disclosure of the information without providing the equivalent protection accorded under this Agreement, GE will have the right to immediately withdraw the information from Signator upon request, and Signator will promptly abide by that request.

(9) Signator will return to GE all the information at the conclusion of his use, but in no event later than the termination of his employment by Intervenor, or the conclusion of the procedures set forth in paragraph E(2) above, whichever occurs first.

16 February 1979
Date

Lawrence P. Crocker
Signator

CONSENTED TO

GENERAL ELECTRIC COMPANY

By _____

Date

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UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

IN THE MATTER OF)	
)	
PUBLIC SERVICE COMPANY)	Docket Nos.
OF OKLAHOMA, ASSOCIATED)	STN 50-556
ELECTRIC COOPERATIVE, INC.)	STN 50-557
and WESTERN FARMERS ELECTRIC)	
COOPERATIVE, INC.)	
)	
(Black Fox Stations,)	
Units 1 and 2))	

AGREEMENT REGARDING DISCLOSURE OF
CONFIDENTIAL INFORMATION

A. Michael B. Aycock (hereinafter "Signator")
an employee of NRC
is ~~Counsel to~~ NRC, a party to the
above-captioned Construction Permit proceeding.

B. The Public Service Company of Oklahoma (PSO) has
engaged General Electric Company (GE), a non-party in this proceeding,
to supply the nuclear steam supply system for the Black Fox Nuclear
Power Station.

C. NRC has requested that
its Counsel be permitted to inspect the following GE document:

A verbatim extraction of the "Reed Report" and
the related Sub-Task Force Reports, dated July 1, 1975.

This document is claimed by GE to contain confidential information
and to be customarily held in confidence.

POOR ORIGINAL

D. GE will make the document available to Signator to inspect, take notes, and request copies of any pages, provided that the information in this document, notes, and copies (hereinafter "information") will be used for the limited purposes and will be treated in a confidential manner as provided below:

E. In consideration of the disclosure of the information by GE, the Signator agrees as follows:

(1) Signator will inspect the document, take any notes, and receive any copies in strict confidence and secrecy.

(2) Signator will use the information only for preparation of testimony in connection with existing intervenor contentions and Board questions in the above-captioned proceeding, in testimony as documentary evidence, in cross-examination, and for other legitimate evidentiary purposes in connection with existing intervenor contentions and Board questions. The information, if used in whole or in part for any of the above purposes — preparation of testimony, testimony, documentary evidence, cross-examination, and other legitimate evidentiary purposes — shall be subject to paragraphs (3) and (4) below and shall be presented only during in camera hearing sessions that provide protection against non-disclosure equivalent to that provided under this Agreement.

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(3) Signator will not photocopy, transcribe, reproduce, or disclose the information to any other person or entity who has not executed this Agreement.

(4) Signator will safeguard and hold in strict confidence the information, as well as all evaluations, data, or notes made in connection with the information in accordance with paragraph (3) above.

(5) Restrictions on disclosure contained herein shall not apply to any information or material:

- a. which can be shown to have been known or used by Signators prior to the date of disclosure to Signators by GE, or
- b. which either before or after the date of disclosure to Signators by GE is lawfully disclosed to Signators by an independent third party without restriction on disclosure on behalf of GE, or
- c. which either before or after the date of disclosure to Signators by GE becomes available to the public through no fault of Signators.

Nothing in this Agreement shall be construed as permitting Signator to unfairly obtain the right to use information that becomes publicly known through an improper act or omission or their part.

(6) GE retains all right, title, and interest in and to the information.

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(9) Signator will return to GE all the information at the conclusion of his use, but in no event later than the termination of his employment by Intervenor, or the conclusion of the above-captioned Construction Permit proceeding including appeals, whichever occurs first.

February 20, 1979
Date

Michael B. Aycock
Signator

CONSENTED TO

GENERAL ELECTRIC COMPANY

By _____

Date

1313 194

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

POOR ORIGINAL

IN THE MATTER OF)
)
PUBLIC SERVICE COMPANY)
OF OKLAHOMA, ASSOCIATED)
ELECTRIC COOPERATIVE, INC.)
and WESTERN FARMERS ELECTRIC)
COOPERATIVE, INC.)
)
(Black Fox Stations,)
Units 1 and 2))

Docket Nos.
STN 50-556
STN 50-557

AGREEMENT REGARDING DISCLOSURE OF
CONFIDENTIAL INFORMATION

KENNETH M. CANRE [CANRE Staff member]

A. William D. PATON (hereinafter "Signator")
Last W.D.P. is Counsel to U.S. Nuclear Regulatory Comm.
above-captioned Construction Permit proceeding.

B. The Public Service Company of Oklahoma (PSO) has engaged General Electric Company (GE), a non-party in this proceeding, to supply the nuclear steam supply system for the Black Fox Nuclear Power Station.

C. U.S. Nuclear Reg. Comm. has requested that its Counsel be permitted to inspect the following GE document:

A verbatim extraction of the "Reed Report" and the related Sub-Task Force Reports, dated July 1, 1975.

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D. GE will make the document available to Signator to inspect, take notes, and request copies of any pages, provided that the information in this document, notes, and copies (hereinafter "information") will be used for the limited purposes and will be treated in a confidential manner as provided below:

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(3) Signator will not photocopy, transcribe, reproduce, or disclose the information to any other person or entity who has not executed this Agreement.

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February 21, 1979
Date

William D. Paton
Signator

Kenneth C. [unclear]

CONSENTED TO
GENERAL ELECTRIC COMPANY

By _____

Date

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UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

IN THE MATTER OF)
)
PUBLIC SERVICE COMPANY)
OF OKLAHOMA, ASSOCIATED)
ELECTRIC COOPERATIVE, INC.)
and WESTERN FARMERS ELECTRIC)
COOPERATIVE, INC.)
)
(Black Fox Stations,)
Units 1 and 2))

Docket Nos.
STN 50-556
STN 50-557

AGREEMENT REGARDING DISCLOSURE OF
CONFIDENTIAL INFORMATION

John A. Kudrick

A. *Mel B. Fields* (hereinafter "Signator")
is Counsel to *N.R.C.*, a party to the
above-captioned Construction Permit proceeding.

B. The Public Service Company of Oklahoma (PSO) has
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to supply the nuclear steam supply system for the Black Fox Nuclear
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C. *N.R.C.* has requested that
its Counsel be permitted to inspect the following GE document:

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2-20-79
Date

[Handwritten Signature]
Signator

CONSENTED TO
GENERAL ELECTRIC COMPANY

By _____

Date

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