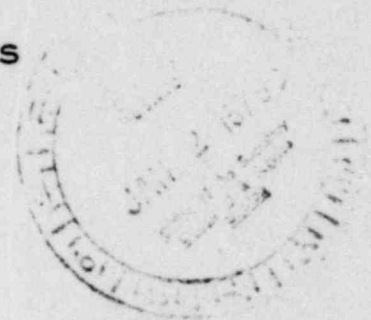


**MORGAN, LEWIS & BOCKIUS**

COUNSELORS AT LAW  
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January 2, 1979

Sheldon J. Wolfe, Esquire  
Atomic Safety and Licensing  
Board Panel  
U.S. Nuclear Regulatory  
Commission  
Washington, D.C. 20555

Mr. Frederick J. Shon, Member  
Atomic Safety and Licensing  
Board Panel  
U.S. Nuclear Regulatory  
Commission  
Washington, D.C. 20555

Dr. Paul W. Purdom  
Director, Environmental Studies  
Group  
Drexel University  
32nd and Chestnut Streets  
Philadelphia, Pennsylvania 19104

Re: In the Matter of the Application of )  
Public Service Company of Oklahoma, )  
Associated Electric Cooperative, Inc. ) Docket Nos.  
and ) STN 50-556  
Western Farmers Electric Cooperative ) STN 50-557  
)  
(Black Fox Station, Units 1 and 2) )

Gentlemen:

This is to confirm the offer of settlement made by GE during a conference call with the Board and all parties on December 27, 1978. GE is making this offer in an attempt to avoid protracted litigation concerning the subpoena issued in the above-captioned proceeding for GE's Reed Report. The essential elements of the offer are as follows:

- a. GE will make the Reed Report and the related Sub-Task Force Reports available to the Board in confidence.
- b. GE will prepare a verbatim extraction of the Reed Report and the related Sub-Task Force Reports, insofar as those documents relate to the intervenor's contentions and Board questions in the Black Fox proceedings, and will make it available to counsel subject to a protective agreement (copy attached -- Attachment A hereto) and Order.

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January 2, 1979  
Page Two

- c. GE will make the Reed Report and the related Sub-Task Force Reports available to counsel subject to a protective agreement (copy attached -- Attachment B hereto) and Order for the purpose of evaluating the faithfulness of GE's verbatim extraction.
- d. Upon review by counsel, GE will consult with counsel for all parties in an attempt to resolve any disputes concerning the faithfulness of extraction, and failing resolution on any matter or matters, counsel will participate in oral argument in camera before the Board in order to obtain Board rulings resolving any disputed matters.
- e. In the event that the Board's review of the Reed Report and the related Sub-Task Force Reports raises any additional matters beyond the existing intervenor contentions and Board questions which the Board determines to be necessary for consideration in these proceedings, GE will make available to counsel, subject to a protective agreement and Order, a verbatim extraction of those documents insofar as they relate to any such additional matters. The parties will undertake the steps identified in paragraphs c. and d. above in regard to the matters identified in paragraph e.
- f. GE will make portions of the verbatim extractions of the Reed Report and related Sub-Task Force Reports ultimately resulting from Board rulings or agreements of counsel in accordance with paragraphs d. and e. above available to consultants for the parties subject to a protective agreement and Order. (See Attachment A hereto).

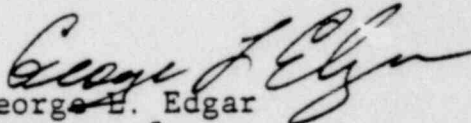
GE submits that the foregoing offer is entirely responsive to all concerns expressed by the Board and intervenors in the course of argument and briefing in relation to production of the Reed Report. The offer will fulfill the

MORGAN, LEWIS & BOCKIUS

January 2, 1979  
Page Three

intervenors' oft-expressed desire to participate fully in regard to all of their existing contentions and Board questions (Tr. 7462; 7463-4; 7475-76), and any additional matters as may arise out of the Board's independent review. Further, acceptance of the terms of this offer will substantially reduce the likelihood of delay in the Black Fox proceedings.

Respectfully submitted,

  
George E. Edgar  
Attorney for  
General Electric Company

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 COMMERCIAL INFORMATION

A. \_\_\_\_\_ (hereinafter "Signator")  
is Counsel [Consultant] to \_\_\_\_\_, a part to the  
above-captioned Construction Permit proceeding.

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

C. \_\_\_\_\_ has requested that  
its counsel [Consultant] be permitted to inspect the following  
GE document:

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

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

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.

(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 the 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 commercial 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 above-captioned Construction Permit proceeding including appeals, whichever occurs first.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signator

CONSENTED TO  
GENERAL ELECTRIC CORPORATION

By \_\_\_\_\_

\_\_\_\_\_  
Date

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. \_\_\_\_\_ (hereinafter "Signator")  
is counsel to \_\_\_\_\_, a party to the above-  
captioned Construction Permit proceeding.

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

C. \_\_\_\_\_ has requested that its coun-  
sel 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 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 that is generally available to the public or previously made available by GE without limitation as to use. 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signator

CONSENTED TO  
GENERAL ELECTRIC CORPORATION

By \_\_\_\_\_

\_\_\_\_\_  
Date

UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

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

CERTIFICATE OF SERVICE

I hereby certify that service has on this day been effected by personal delivery or first class mail on the following:

Sheldon J. Wolfe, Esquire  
Atomic Safety and Licensing  
Board Panel  
U.S. Nuclear Regulatory  
Commission  
Washington, D.C. 20555

Mr. Frederick J. Shon, Member  
Atomic Safety and Licensing  
Board Panel  
U.S. Nuclear Regulatory  
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Washington, D.C. 20555

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U.S. Nuclear Regulatory  
Commission  
Washington, D.C. 20555

Atomic Safety and Licensing  
Board Panel  
U.S. Nuclear Regulatory  
Commission  
Washington, D.C. 20555

Docketing and Service Section  
Office of the Secretary of  
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U.S. Nuclear Regulatory  
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Associated Electric  
Cooperative, Inc.  
Post Office Box 754  
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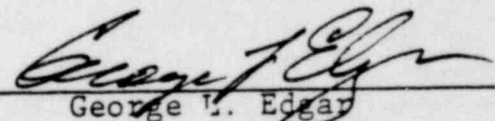
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Kansas City, Missouri 64114



George T. Edgar  
Special Counsel for  
The General Electric Company

Dated: January 2, 1979