INFORMATION ACCESS AGREEMENT BY AND BETWEEN WESTINGHOUSE ELECTRIC COMPANY LLC AND THE UNITED STATES NUCLEAR REGULATORY COMMISSION

Purpose

This voluntary agreement is made between the U.S. NUCLEAR REGULATORY COMMISSION ("NRC") and WESTINGHOUSE ELECTRIC COMPANY LLC ("Westinghouse") to 1) establish protocols for the use of an online reference portal through which the Office of Nuclear Reactor Regulation (NRR) and the Office of New Reactors (NRO) staff, their contractors, and other NRC staff and their contractors supporting the NRR and/or NRO staff (collectively called NRC staff hereinafter), may view reference information for Westinghouse's documents including Topical Reports, and other documents or data ("non-docketed materials"); and 2) ensure appropriate protection of trade secrets, confidential commercial and financial information, and proprietary information ("confidential information") viewable by NRC through the reference portal.

Basis of Agreement

Westinghouse permits NRC staff to view non-docketed materials at Westinghouse's offices in Rockville, MD, and other locations, as needed for NRC activities. To enable more timely and efficient NRC access to non-docketed materials, while continuing to protect Westinghouse's confidential information, Westinghouse will additionally provide authorized NRC staff with read-only access to an online reference portal containing such information.

If NRC identifies information via the portal it needs to evaluate to support a formal licensing, enforcement, or other agency action, the NRC will request that Westinghouse submit that information on the docket. Once information is submitted on the docket, but not before, NRC rules governing the completeness and accuracy of information would apply. However, the NRC's rules governing completeness and accuracy of information do apply to any information that Westinghouse [or any other party] is required to maintain pursuant to statute, order, license, or regulation, as well as any information that Westinghouse submits independently of any NRC request pursuant to this agreement.

Terms:

1. At no charge to NRC, Westinghouse will make available and maintain an online reference portal accessible to authorized NRC staff. The NRC will determine which of its employees and contractors should be authorized based on their job duties, and provide that information to a point of contact designated by Westinghouse.

2. Authorized NRC users may use the portal only to view non-docketed materials and must abide by Westinghouse's conduct policy for use of the portal, which may be required to be acknowledged as a condition of login.

3. Information available through the portal may include trade secrets, confidential commercial or financial information, and proprietary information. Accordingly, NRC users shall not 1) print, copy or otherwise reproduce in any form information accessed through the portal, nor 2) download, save or otherwise store electronically that information on NRC or NRC contractor computers, databases, electronic storage devices, or other devices; or disclose any of the information to any other person except to other authorized NRC staff as necessary and in the course of performing their duties.

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4. The information accessible through the portal is owned and under the control of Westinghouse and does not constitute an "agency record" under the Freedom of Information Act, 5 USC 552, and NRC's implementing regulations in 10 CFR Part 9.

5. Information viewable through the portal does not constitute "communications" as part of the formal licensing process pursuant to applicable regulations contained in Title 10 of the Code of Federal Regulations (CFR), and Westinghouse makes no warranty, guarantee, or representation as to the completeness or accuracy of information viewable through the portal.

6. If, after viewing a piece of information through the portal, NRC determines that it must formally evaluate that information to support an agency decision, then it will request that Westinghouse submit that information on the docket.

7. Westinghouse is not subject to the requirements of 10 CFR 2.390(b), including the requirement to submit an affidavit, with respect to the information made available through the portal. Once Westinghouse submits information on the docket, it must comply with the affidavit and other requirements of 10 CFR 2.390(b) if it wishes to have the information withheld from public disclosure. Docketed submittals will also be governed by applicable NRC regulations concerning completeness and accuracy of information.

8. The terms of this Agreement shall be in effect on its date of execution by both parties until either party takes action under paragraph 9 to terminate the Agreement.

9. The parties may modify this Agreement at any time in a writing signed by both parties. Either party shall have the right, upon written notice to the other party, to terminate this Agreement, in whole or in part, at any time, without cost, penalty, or liability to the other party.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

U.S. NUCLEAR REGULATORY COMMISSION

By: _____ for

Title: Director, NRR

Date: 9/23/2019

By: _____

Title: Director, NRO

Date: 9/23/19

WESTINGHOUSE ELECTRIC COMPANY LLC

By: Douglas Weaver

Title: CHIEF QUALITY OFFICER

Date: 9/22/19