



UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

March 20, 1970


Files

INDEMNITY AGREEMENT B-44 - DUKE POWER COMPANY (OCONEE) -
DOCKET 70-1231, 50-269

DML intends to issue to the Duke Power Company Special Nuclear Material License SNM-1180, for the storage of nuclear fuel and startup neutron sources for Oconee Nuclear Station Unit No. 1, under construction under Construction Permit CPPR-33. At such time as SNM-1180 is issued, we will enter into Indemnity Agreement B-44, with Duke, covering the activities licensed under the storage-only license.

Duke has provided proof of financial protection in the form of NELIA Po. NF-182 for \$1,000,000. We will use, as the indemnified location, the same site as found in the "Declarations" page of NF-182, namely, the Fuel Storage Building of the Oconee Nuclear Power Station, located about 2800 feet northeast of the Oconee Nuclear Power Station Unit 1 reactor in Oconee County, South Carolina.

At such time as the indemnity agreement is entered into, Duke should be charged an indemnity fee of \$100 per year.


Jerome Saltzman, Chief
Indemnity & Export Control Branch
Division of State and
Licensee Relations

cc: Joseph Knotts, OGC
Helen Jordan, OC

7912110750 J



UNITED STATES
ATOMIC ENERGY COMMISSION
WASHINGTON, D.C. 20545

Docket No.
70-1231 - 50-269

Indemnity Agreement No. B-44

This Indemnity Agreement No. B-44 is entered into by and between

DUKE POWER COMPANY

(hereinafter referred to as the "licensee") and the United States Atomic Energy Commission (hereinafter referred to as the "Commission") pursuant to subsection 170c of the Atomic Energy Act of 1954, as amended (hereinafter referred to as "the Act").

ARTICLE I

As used in this agreement:

1. "Nuclear reactor," "byproduct material," "person," "source material," and "special nuclear material" shall have the meanings given them in the Atomic Energy Act of 1954, as amended, and the regulations issued by the Commission.

2. Except where otherwise specifically provided, "amount of financial protection" means the amount specified in Item 2a and b, of the Attachment annexed hereto, as modified by paragraph 8, Article II, with respect to common occurrences.

3.(a) "Nuclear incident" means any occurrence, including an extraordinary nuclear occurrence, or series of occurrences at the location or in the course of transportation causing bodily injury, sickness, disease, or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of the radioactive material.

(b) Any occurrence, including an extraordinary nuclear occurrence, or series of occurrences causing bodily injury, sickness, disease, or death, or loss of or damage to property, or loss of use of property,

Item 6 - The indemnity agreement designated above, of which this Attachment is a part, is effective as of 12:01 a.m., on the *24th* day of *March*, 1970.

FOR THE UNITED STATES ATOMIC ENERGY COMMISSION

Eber R. Price, Director
Division of State and Licensee Relations

For DUKE POWER COMPANY

By _____

Dated at Bethesda, Maryland,
the *24th* day of *March*, 1970.