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(202) 737-7777

September 14, 1979

Mitchell Rogovin, Esquire
Rogovin, Stern and Huge
1730 Rhode Island Avenue, N. W.
Washington, D. C. 20036

Re: Burns and Roe, Inc.

Dear Mr. Rogovin:

Pursuant to our discussions concerning the request of the Special Inquiry Group of the Nuclear Regulatory Commission for documents of Burns and Roe, Inc. and access to Burns and Roe employees for interviews or depositions, we hereby offer the following agreement with the understanding that we are not waiving any of our rights to object to unlawful or improper aspects of the inquiry, as necessary:

1. Burns and Roe will voluntarily make available those employees of Burns and Roe designated by the Group for interviews or depositions. Such interviews or depositions shall take place at the offices of Burns and Roe in New Jersey at a mutually convenient time. Although it is understood that more than one meeting with a witness may be necessary, the Group will make every effort to interview or depose each witness only once.

2. Any documents requested by the Group which are not considered by Burns and Roe to be confidential, privileged, or to contain proprietary information will be provided to you. To the extent practicable, the Group will be provided documents which it may copy itself. However, Burns and Roe's contractual

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obligations to its clients and the continuing recovery efforts at Three Mile Island require that many documents be kept in the possession of Burns and Roe. In such instances, Burns and Roe will duplicate the documents and provide copies to the Group. The first \$100.00 of duplicating costs will be borne by Burns and Roe; additional costs will be borne by the Group.

3. All other documents will be made available to you for your inspection at the offices of Stein, Mitchell & Mezines. Documents of which you require a copy will be marked confidential and will be provided by Burns and Roe and received by the Group and the NRC in confidence. These documents will be accorded all the protections against disclosure which may be provided under current NRC rules. In addition, Burns and Roe shall be given prompt notice of any request (under the Freedom of Information Act or otherwise) for the documents, such notice to precede any disclosure of the documents by not less than ten days. Burns and Roe reserves the right, should it be necessary in the case of individual documents, to refuse delivery to the Group in the absence of a court order.

If this proposal is acceptable, please signify by signing the enclosed copy of this letter and return it to my office as soon as possible.

Sincerely,


Glenn A. Mitchell

Agreed:

Michael Rogovin, Director
U. S. Nuclear Regulatory Commission
Three Mile Island Special Inquiry Group

NRC
File

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September 12, 1979

Mitchell Rogovin, Esquire
Rogovin, Stern and Huger
1730 Rhode Island Avenue, N.W.
Washington, D.C. 20036

Re: Burns and Roe, Inc.

Dear Mr. Rogovin:

This letter is in reference to our recent discussions concerning your request on behalf of the Nuclear Regulatory Commission's Special Inquiry Group ("Group") for Burns and Roe, Inc. documents and access to Burns and Roe employees for interviews or depositions. Burns and Roe desires to cooperate with the Group provided that its rights and legitimate interests are protected.

The agreement proposed herein will enable Burns and Roe to cooperate with you fully and expeditiously. It should be understood, however, that Burns and Roe is making this offer without waiving any rights it has to object to any unlawful or improper aspects of the inquiry. For example, if the scope of the inquiry exceeds the authority of the NRC or the Group or the request for documents becomes burdensome, Burns and Roe's rights to object at the appropriate time would not be waived or prejudiced by this understanding.

The following is the proposed agreement between the Group and Burns and Roe:

Burns and Roe will voluntarily make available those employees of Burns and Roe designated by the Group for interviews or depositions. Such interviews or depositions shall take place at the offices of Burns and Roe in New Jersey at a mutually convenient time. Burns and Roe will not be required to make available any single witness for more than one interview or deposition, unless extraordinary circumstances, such as the discovery of new evidence, make a second interview or deposition necessary. The Group shall

give advance notice of the subject matters to be covered in each interview or deposition.

Any documents which the Group requests or subpoenas which are not considered by Burns and Roe to be confidential or to contain proprietary information, or which are not otherwise privileged, will be provided to you at the offices of Stein, Mitchell & Mezines. Burns and Roe will absorb the costs involved in collecting the documents requested. Burns and Roe will also absorb any duplicating costs of documents up to a maximum amount of \$100.00, provided that Burns and Roe will not absorb any costs for the duplication of documents which have already been provided to the President's Commission on the Accident at Three Mile Island. Costs not absorbed by Burns and Roe will be paid by the Group.

As to documents designated by Burns and Roe as privileged or entitled to confidential treatment, the following procedure shall apply:

1. These documents will be available for inspection by the Group at the offices of Stein, Mitchell & Mezines, Suite 1060 North, 1800 M Street, N.W., Washington, D.C. If the Group agrees with Burns and Roe that the documents are entitled to confidential treatment, the following procedures shall apply:

(a) The Group shall not disclose the documents, directly or indirectly, to any employee of the Group or NRC without a legitimate need to see such documents, any member of the public, or any federal or state agency or entity.

(b) In the event of any request under the Freedom of Information Act for any of the documents, the Group and NRC agree to assert any exemptions under the FOIA which may relate to any of the documents.

(c) The Group or NRC shall give prompt notice to Burns and Roe of any FOIA request, subpoena, court order, suit, or other demand for the documents. If possible, such notice shall precede disclosure of the documents, and in no event shall such notice follow the demand by more than forty-eight hours.

(d) No copies will be made of the documents, and the documents will be returned to Burns and Roe no later than sixty days after the Special Inquiry Group completes its inquiry.

2. If the Group does not agree that the documents are entitled to confidential treatment, Burns and Roe will make the documents available to you at the offices of Stein, Mitchell & Mezines upon the following basis: You may view these documents,

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but you will not be given copies of them. You may make notes from your inspection, but only if those notes are accorded the confidential treatment described in paragraphs 1(a)-1(d) above.

Should there be specific documents for which no agreement is reached, Burns and Roe will not supply these documents to you in the absence of a court order requiring it to do so.

If this proposal is acceptable, please signify by signing the enclosed copy of this letter and return it to my office as soon as possible.

Very truly yours,



Glenn A. Mitchell

Agreed:

Mitchell Rogovin, Director
U.S. Nuclear Regulatory Commission
Three Mile Island Special Inquiry Group