



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

February 6, 2020

Peter Hastings
Vice President, Regulatory Affairs and Quality
Kairos Power, LLC
707 W Tower Ave
Alameda, CA 94501

SUBJECT: KAIROS POWER, LLC—ONLINE REFERENCE PORTAL INFORMATION
ACCESS AGREEMENT

Dear Mr. Hastings:

Kairos Power, LLC (Kairos), and the U.S. Nuclear Regulatory Commission (NRC) staff discussed the use of an online reference portal that would provide authorized NRC staff and contractors with limited read-only access to certain materials owned by and under the control of Kairos. The purpose of the online reference portal is to enhance the NRC's ability to perform its regulatory licensing responsibilities in a timely and efficient manner by providing it with access to reference materials. If the NRC staff determines that information viewed or accessed through the online reference portal is necessary for formal evaluation or otherwise needed to support the NRC's regulatory licensing responsibilities, the NRC staff will request that Kairos formally submit such information in accordance with Title 10 of the *Code of Federal Regulations* (10 CFR) 50.4, "Written Communications."

The NRC requests that Kairos sign, date, and return the "Information Access Agreement" enclosed with this letter. The enclosed "Information Access Agreement" should be used as the only acknowledgement form for access by the authorized NRC staff and contractors to the online reference portal. Any proposed modification or addition to the enclosed "Information Access Agreement" would require further review by the NRC staff. If you have any questions or comments concerning this matter, I can be reached at (301) 415-2062 or by e-mail to Benjamin.Beasley@nrc.gov.

Sincerely,

/RA/

Benjamin Beasley, Chief
Advanced Reactor Licensing Branch
Division of Advanced Reactors and Non-Power
Production and Utilization Facilities
Office of Nuclear Reactor Regulation

Project No. 99902069

Enclosure:
As stated

SUBJECT: KAIROS POWER, LLC—ONLINE REFERENCE PORTAL INFORMATION
ACCESS AGREEMENT. DATED FEBRUARY 6, 2020

DISTRIBUTION:

PUBLIC
 LCandelario, NRR
 SMagruder, NRR
 BBeasley, NRR,
 OMikula, OGC
 RidsNrrOd Resource
 RidsOgcMailCenter Resource
 RidsNrrDanu Resource
 RidsNrrDanuUARL Resource

ADAMS Accession No.:ML20014E642 *concurred via e-mail NRR-106

OFFICE	NRR/DANU/UARL/PM:*	NRR/DANU/UARL/PM*	QTE*	OGC*
NAME	LCandelario	SMagruder	JDougherty	OMikula
DATE	12/19/2019	12/19/2019	12/23/2019	01/08/2020
OFFICE	NRR/DANU/UARL/BC	NRR/DANU	NRR/D	
NAME	BBeasley	BSmith	HNieh	
DATE	01/24/2020	01/27/2020	02/06/2020	

OFFICIAL RECORD COPY

INFORMATION ACCESS AGREEMENT BETWEEN

KAIROS POWER, LLC

AND

THE UNITED STATES NUCLEAR REGULATORY COMMISSION

This agreement is made and effective on this 29th day of April, 2020 (“Effective Date”), by and between the UNITED STATES NUCLEAR REGULATORY COMMISSION (“NRC”) and KAIROS POWER, LLC (“KAIROS”) (collectively “the Parties”), for the purpose of facilitating the NRC’s access to an online reference portal maintained by KAIROS, through which the NRC staff and contractors approved in accordance with Section 1 (“authorized NRC staff and contractors”) may access certain documents related to activities associated with the KAIROS reactor design.

Whereas KAIROS desires to enhance the NRC’s ability to perform its regulatory licensing responsibilities in a timely and efficient manner with respect to activities associated with the KAIROS reactor design, including by providing authorized NRC staff and contractors with access to certain documents owned by or under the control of KAIROS through an online reference portal so that the NRC may view such information in a timely manner; and

Whereas information accessed by authorized NRC staff and contractors may consist of information considered by KAIROS to be trade secrets or privileged or confidential commercial and financial information (“Proprietary Information”); and

Whereas KAIROS is willing to make such Proprietary Information available to authorized NRC staff and contractors for the purpose of promoting the timely and efficient performance of the NRC’s regulatory licensing responsibilities with respect to activities associated with the KAIROS reactor design, subject to the terms and conditions set forth below.

The Parties mutually agree as follows:

Terms:

1. At no charge to the NRC, KAIROS agrees to maintain and make available to authorized NRC staff and contractors an online reference portal through which KAIROS will provide access to documents relating to activities associated with the KAIROS reactor design, which may include Proprietary Information. KAIROS will provide the NRC staff with login credential access to the online reference portal. The Parties will separately agree upon a list of authorized NRC staff and contractors permitted to use the login credential access. This list of authorized users will include only NRC staff and contractors who have been determined to have a requisite need to access the online reference portal in furtherance of official duties related to regulatory licensing responsibilities associated with the KAIROS reactor design. This list of authorized users may be revised from time to time upon agreement of the Parties. The points of contact for the Parties for the purpose of agreeing upon the list of authorized users are KAIROS’s Director of Licensing (for KAIROS) and the NRC’s Project Manager for KAIROS (for the NRC).
2. Authorized NRC staff and contractors may use the online reference portal only to access KAIROS documents, including Proprietary Information, and only in furtherance of official

Enclosure

duties and in accordance with any of KAIROS's reasonable policies and procedures governing access and use. The Parties expressly recognize that KAIROS reserves the right to revoke NRC access to the portal at any time.

3. The online reference portal will be available to authorized NRC staff and contractors through "read only" access with no capability to (a) modify information in the online reference portal, (b) control the online reference portal application, or (c) print, save, or download information from the online reference portal.
4. The Parties expressly acknowledge that documents placed into the online reference portal and made available to authorized NRC staff and contractors are owned by and under the control of KAIROS. The NRC does not consider documents placed in the online reference portal to constitute "agency records" for the purposes of the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the NRC's regulations implementing FOIA in Title 10 of the *Code of Federal Regulations* (10 CFR) Part 9, "Public Records." The fact that KAIROS makes Proprietary Information available to the NRC as provided in this Agreement shall not, in and of itself, be construed as a waiver of the proprietary nature of such Proprietary Information, or that such information residing within the online reference portal is not "owned by," "under the control of," and "in the possession of" KAIROS. The parties acknowledge that documents placed in the online portal that have been determined by KAIROS to contain information subject to export control under 10 CFR Part 810 will be marked accordingly by KAIROS, and that the NRC will control access to such information accordingly.
5. If the NRC staff determines that information viewed or accessed through the online reference portal is necessary for formal evaluation or otherwise needed to support the NRC's regulatory licensing responsibilities with respect to activities associated with the KAIROS reactor design, the NRC will request that KAIROS formally submit such information in accordance with 10 CFR 50.4, "Written Communications." KAIROS shall abide by the requirements in 10 CFR 2.390(b) when submitting such information to the NRC if KAIROS seeks to have information contained within that correspondence withheld from public disclosure. If the NRC receives a FOIA request that encompasses records formally submitted by KAIROS to the NRC in accordance with the affidavit requirements of 10 CFR 2.390(b), such information shall be subject to disclosure only in accordance with the provisions of 10 CFR 9.19, "Segregation of Exempt Information and Deletion of Identifying Details."
6. Information made available to authorized NRC staff and contractors only through the online reference portal does not constitute "communications" as part of the formal licensing, oversight, or enforcement functions with respect to the KAIROS reactor design pursuant to applicable regulations contained in 10 CFR. KAIROS is not required to submit an affidavit or mark documents in accordance with 10 CFR 2.390, "Public Inspections, Exemptions, Requests for Withholding," when making them accessible through the online reference portal. KAIROS makes no warranty, guarantee, or representation as to the completeness or accuracy of information that authorized NRC staff or contractors access through the portal. NRC requirements governing the completeness and accuracy of information apply to any information that KAIROS submits to the NRC in accordance with NRC regulations, or information that KAIROS is otherwise required to maintain or provide pursuant to statute, order, license, or regulation.

7. This Agreement may be modified at any time in a writing signed by the 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 any party.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

UNITED STATES NUCLEAR REGULATORY COMMISSION

By: /RA by Ho Nieh/

Title: Director, Office of Nuclear Reactor Regulation

Date: February 6, 2020

KAIROS POWER, LLC

By: 

Title: Vice President, Regulatory Affairs & Quality

Date: 29 Apr 2020