



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

JUL 25 1994

Dr. Paul Kloeg
N.V. KEMA
Postbus 9035
6800 ET Arnhem
Utrechtsaweg 310
6812 AR Arnhem
The Netherlands

Dear Dr. Kloeg:

In October 1993, you met with me and members of my staff to request that the terms of the Code Applications and Maintenance Program (CAMP) agreements be changed to allow unrestricted commercial use of USNRC thermal-hydraulic codes. As a result of that meeting, and in an effort to arrive at a balanced position on the issue, we sought input on the terms of our CAMP agreements from U.S. nuclear industry representatives that would be affected by changing these agreements and from our General Counsel's office concerning legal restrictions and obligations that would pertain to these codes. Based on that input, we prepared and sent to the USNRC Commissioners a policy recommendation concerning release and uses of these codes. After deliberating the issues, the Commissioners upheld the current restrictions in the CAMP agreements regarding dissemination and use of USNRC codes. As a reminder, the use of USNRC codes is restricted to performing safety and research studies as indicated in the enclosed section of a standard CAMP agreement and the agreements further indicate that the codes shall not be used for commercial purposes.

I realize that this ruling is not in favor of the issue as you presented it in October 1993, but I hope that you will still find membership in CAMP to be in your best interest in terms of reactor safety in your own country and that we can continue our cooperative agreements in the future. Your technical expertise and technical contributions through membership in CAMP are highly valued because this input is important to the continued improvement of our thermal-hydraulic codes. We believe that our future plans for thermal-

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Dr. Kloeg

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hydraulic code development and assessment will maintain our codes as state-of-the-art analysis tools and hope that you will participate with us through CAMP in those efforts.

Sincerely,

ORIGINAL SIGNED BY

Eric Beckjord, Director
Office of Nuclear Regulatory Research

Enclosure:
CAMP Text

Distribution:
DSR Chron
RPSB r/f
DSolberg r/f - Solberg
GNLauben
LMShotkin
TLKing
MWHodges
JCortez
TSpeis
EBeckjord
RES #940201
MFato
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CF	<input checked="" type="checkbox"/>	N
PDR	<input checked="" type="checkbox"/>	N

RPSB/DSR
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DD/RES
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7/6/94

MR
RPSB/DSR
GNLauben
7/15/94

EB
D/RES
EBeckjord
7/24/94

LS
RPSB/DSR
LMShotkin
7/17/94

7/15
DD/DSR
TLKing
7/17/94

MWA
D/DSR RES
MWHodges JCortez
7/21/94 7/1/94
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(RES File Code) RES-2A-2

States, and the Government of Spain without the prior approval of (name of Transmitting Party). This notice will be marked on any reproduction hereof, in whole or in part. These limitations will automatically terminate when this information is disclosed by the owner without restriction.

This restrictive legend will be respected by the Receiving Party and proprietary information bearing this legend will not be used for commercial purposes, made public, or disseminated in any manner unspecified by or contrary to the terms of this Agreement without the consent of the Transmitting Party.

D. Dissemination of Documentary Proprietary Information

1. In general, proprietary information received under this Agreement may be freely disseminated by the Receiving Party without prior consent to persons within or employed by the Receiving Party, and to concerned Government departments and Government agencies in the country of the Receiving Party.
2. In addition, proprietary information may be disseminated without prior consent to:
 - a. Prime or subcontractors or consultants of the Receiving Party located within the geographical limits of that Party's nation, for use only within the scope of work of their contracts with the Receiving Party in work relating to the subject matter of the proprietary information;
 - b. Domestic organizations permitted or licensed by the Receiving Party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary information is used only within the terms of the permit or license; and
 - c. Domestic contractors of organizations identified in subparagraph D.2.b., above, for use only in work within the scope of the permit or license granted to such organizations;

Provided that any dissemination of proprietary information under subparagraphs D.2.a., D.2.b., and D.2.c., above, shall be on an as-needed, case-by-case basis, shall be pursuant to an agreement of confidentiality, and shall be marked with a restrictive legend substantially similar to that appearing in Paragraph C above.

3. With the prior written consent of the Party furnishing proprietary information under this Agreement, the Receiving Party may disseminate such proprietary information more widely than otherwise permitted in subparagraphs D.1 and D.2. The Parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each Party

2. All USNRC computer codes disseminated under this Agreement are to be considered privileged information unless otherwise noted, are protected as such by the USNRC, and shall be treated likewise by the ____. They are, in particular, subject to all of the provisions of this Article with the exception that they need not be marked with the restrictive designation. The codes are subject to this protection in both object and source forms and as recorded in any media.

The USNRC codes and other related analytical techniques covered under this Agreement, and any improvements, modifications or updates to such codes or techniques are for the purpose of reactor and plant systems research and licensing and shall not be used for commercial purposes, or for other benefits not related to the study of reactor safety without the prior consent of the USNRC. The USNRC codes and other related analytical techniques shall not be advertised directly or by implication to obtain contracts related to the construction or servicing of nuclear facilities, nor shall advertising imply that the USNRC has endorsed any particular analyses or techniques.

3. All reports published within the scope of this Agreement and all meetings held shall be in English.

ARTICLE VI - DISPUTES AND WARRANTY OF INFORMATION

- A. All costs arising from implementation of this Agreement shall be borne by the Party that incurs them except when specifically agreed to otherwise. It is understood that the ability of the Parties to carry out their obligations is subject to the availability of funds. It is also understood that the terms herein agreed to represent feasible commitments according to the best understanding regarding resources and costs of the Parties at the time of signature.
- B. Cooperation under this Agreement shall be in accordance with the laws and regulations of the Parties' respective countries. Any dispute between the Parties concerning the Parties' interpretation or application of the Agreement shall be settled by mutual agreement.
- C. Information furnished by one Party to the other under this Agreement shall be accurate to the best knowledge and belief of the Party supplying the information. However, the application or use of any information exchanged or transferred between the Parties under this Agreement shall be the responsibility of the Party receiving the information, and the Transmitting Party does not warrant the suitability of the information for any particular use or application.
- D. The USNRC makes no warranties whatsoever for the ability or suitability of any USNRC code or other analytical technique to perform in any particular manner for any particular purpose, or to accomplish any particular task. The USNRC accepts no liability for damages of any type

RESEARCH ACTION ITEM

July 6, 1994

MAIL CONTROL FORM

9:54 am

FROM: J. HOYLE
TO: J. TAYLOR
ACTION NECES/APPR?:

FOIA No.:

RES No.: **940201**
EDO No.:
WITS No.:

DESCRIPTION: **SECY 94-158 - POLICY ON RELEASE OF THERMAL HYDRAULIC CODES DEVELOPED UNDER....**

SPECIAL INSTRUCTIONS: PROVIDE MARIA WITH A BETTER DUE DATE

DOCUMENT DATE: June 30, 1994
DUE TO RES: **September 27, 1994**

RECEIVED BY RES: July 6, 1994
DUE TO EDO: **September 30, 1994**

ASSIGNED TO: **W. HODGES, DSR**
FOR SIGNATURE OF:

ROUTING:
E. BECKJORD
T. SPEIS
M. FATO

ATMIS - part of RES MIS series

Wayne,

7/6

This should be assigned to Shottkin to:

- 1) prepare a letter to CAMP members telling them of commercial restrictions
- 2) prepare a letter for Eric to send to the labs sensitizing them.

I've put this on the action list.

TK

DSR due date:
9/23

Assign to: Silby

GAL (make copies)

7/8/94
7/11/94

Assigned to D

Solberg

↓ said due 7/15