

PDR

September 20, 1995

Mr. D. R. Gipson
Senior Vice President
Nuclear Generation
The Detroit Edison Company
6400 North Dixie Highway
Newport, MI 48166

SUBJECT: COMPUTER ACCESS AND OPERATING AGREEMENT
FERMI 2 NUCLEAR POWER PLANT
DOCKET NO. 50-341

Dear Mr. Gipson:

Enclosed for your records is one original copy of the signed Computer Access and Operating Agreement between Detroit Edison Company and the Nuclear Regulatory Commission.

Please contact me at (708) 829-9653 if there are any questions.

Sincerely,

original signed by
Bruce A. Berson

Bruce A. Berson
Regional Counsel

Docket No. 50-341

Enclosure: As stated

cc w/o encl: P. Fessler, Fermi Plant Manager

bcc w/encl: M. Phillips, RIII
A. Vogel, SRI
M. Siemien, OGC

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Computer Access and Operating Agreement

This agreement is made between the NUCLEAR REGULATORY COMMISSION ("NRC") and DETROIT EDISON, for the purpose of providing the NRC with access to certain of Fermi 2's computer data bases.

WHEREAS, Detroit Edison is willing to provide the NRC with access to certain computer hardware, software, and data bases owned by Detroit Edison and under Detroit Edison's control so that data needed for NRC inspection activities may be electronically accessed in a timely manner; and

WHEREAS, Detroit Edison is willing to make available to NRC certain computer hardware, software, and data bases as appropriate or otherwise necessary for NRC to continue to perform its regulatory responsibilities subject to the terms stated below;

NOW, THEREFORE, in consideration of the covenants and conditions set forth below, the parties mutually agree as follows:

1. At no charge, Detroit Edison will only make available and maintain for NRC's office at Fermi 2 a personal computer and associated hardware and software and data bases necessary for the NRC to access Fermi 2 information that the NRC requires to fulfill its regulatory responsibilities.
2. The software and data bases referred to above will be available to NRC through "view only" access with no data modification capability and no control over the associated software programs.
3. The NRC will not print out and/or save to computer disk such data as may be retrievable from the above data bases.
4. Detroit Edison acknowledges that all communications that are part of the formal licensing process will continue to be accomplished in a format consistent with the relevant NRC regulations contained in Title 10 of the Code of Federal Regulations, i.e., in a paper format and processed according to NRC's normal docketing procedures.
5. NRC acknowledges that all data made available to NRC pursuant to the Agreement are "owned" and under the "control" of Detroit Edison.

6. NRC acknowledges that while all data available through the computer is expected to be accurate, some data is entered without independent verification and may contain errors.
7. The term of this Agreement shall be for one year from its date of execution by both parties. Thereafter, this Agreement shall be extended on a year to year basis until terminated by either party giving ten days prior written notice of termination to the other party.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

THE DETROIT EDISON COMPANY

DATE

By: *Smolin*

 8-29-1995

**NUCLEAR REGULATORY COMMISSION
REGIONAL ADMINISTRATOR, REGION III**

DATE

By: *mynull*

 9/18/95