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September 29, 1984

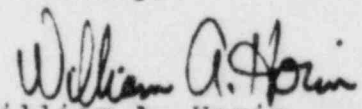
Mrs. Juanita Ellis
President, CASE
1426 South Polk Street
Dallas, Texas 75224

Subj: Texas Utilities Electric Company (Comanche
Peak Steam Electric Station, Units 1 and 2);
Docket Nos. 50-445 and 50-446 OL

Dear Juanita:

As we discussed yesterday, I am enclosing copies of protective agreements concerning the release of certain documents requested by CASE in connection with Applicants' motion for summary disposition regarding the quality assurance program for the design of piping and pipe supports. The documents covered by these agreements are the quality assurance procedures of Westinghouse and ITT-Grinnell requested by CASE. The agreements would permit CASE to use these procedures in the preparation of your answer to Applicants' motion, subject to the conditions set forth therein. Upon execution of these agreements I will forward copies of the documents to you.

Sincerely,



William A. Horin
Counsel for Applicants

Enclosures

cc: Service List

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UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

OFFICE OF SECRETARY
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BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

In the Matter of)
)
TEXAS UTILITIES ELECTRIC) Docket Nos. 50-445 *OL*
COMPANY, et al.) 50-446 *OL*
)
(Comanche Peak Steam Electric) (Application for
Station, Units 1 and 2)) Operating License)

AGREEMENT AS TO DISCLOSURE
OF CONFIDENTIAL INFORMATION

WHEREAS, there is an operating license proceeding (NRC Docket Nos. 50-445 and 50-446) for Comanche Peak Steam Electric Station Units 1 and 2 currently pending before an Atomic Safety and Licensing Board appointed by the U.S. Nuclear Regulatory Commission; and

WHEREAS, Westinghouse Electric Corporation ("Westinghouse"), a non-party to the proceeding has been requested by Mrs. Juanita Ellis, a representative of Citizens Association for Sound Energy (CASE), to disclose certain information relating to contentions at issue in said proceeding, which is claimed by Westinghouse to be proprietary and which Westinghouse customarily holds in confidence; and

WHEREAS, Westinghouse is willing to disclose the information to Mrs. Juanita Ellis and Messrs. Mark Walsh and Jack Doyle (hereinafter referred to as "Signators"), for the limited purpose and on condition that the information is treated in a confidential manner as hereinafter provided.

NOW, THEREFORE, in consideration of the disclosure of such information by Westinghouse, the Signators agree as follows:

(1) Signators will be given access to such information designated as Westinghouse proprietary in strict confidence and secrecy.

(2) Signators will utilize such information only for the purpose of the preparation of CASE's answer to Texas Utilities Electric Company's ("Applicants") "Motion for Summary Disposition Regarding Allegations Concerning Quality Assurance Program for Design of Piping and Pipe Supports for Comanche Peak Steam Electric Station," filed July 3, 1984. Signator shall not use such information for any other purposes. Such information, if used in whole or in part in CASE's answer shall be subject to the provisions of paragraphs (3) and (4) hereunder.

(3) Signators will not disclose the information in any manner to anyone not also a signator to this Agreement or subsequent agreement containing like terms. Signators will not photocopy, transcribe, reproduce, or disclose such information to any other person or entity whatever without first obtaining the prior written approval of Westinghouse. Such request shall be directed to:

Westinghouse Nuclear Energy Systems
P.O. Box 355
Pittsburgh, PA 15230

Attn: Mr. Robert A. Wieseemann

(4) Signators will safeguard and hold in confidence all such information as well as all evaluations, data, or notes made in connection with such information in accordance with the provisions of paragraph (3) above:

(5) Restrictions on disclosure contained herein shall not apply to any information or material which is available generally to the public or previously made available by Westinghouse without limitation as to use. Nothing herein shall be construed as permitting Signators to obtain the right to use information which becomes publicly known through any improper act or omission.

(6) Westinghouse retains all right, title, and interest in and to the confidential information.

(7) No patent rights of any kind whatever are conveyed by Westinghouse under this Agreement, nor are the rights to use any invention covered thereby.

(8) Signators may not assign this Agreement.

(9) Signators make no admission as to whether, in fact, any information disclosed to Signators by Westinghouse is confidential but will treat same on a confidential basis.

(10) Signators will return to Westinghouse at the above address all such information, and all copies made therefrom, at the conclusion of its use hereunder without demand from Westinghouse, but in no event later than the conclusion of the said operating license hearing and any appeals therefrom, or upon request from Westinghouse.

IN WITNESS WHEREOF, Signators have duly executed the Agreement the date and year set forth below.

(Date)

CONSENTED TO:

WESTINGHOUSE ELECTRIC CORPORATION

(Date)

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

In the matter of)	
)	
TEXAS UTILITIES ELECTRIC)	Docket Nos. 50-445
COMPANY, et al.)	50-446
)	
(Comanche Peak Steam Electric)	(Application for
Station, Units 1 and 2))	Operating License)

AGREEMENT AS TO DISCLOSURE
OF CONFIDENTIAL INFORMATION

WHEREAS, there is an operating license proceeding (NRC Docket Nos. 50445 and 50446) for Comanche Peak Steam Electric Station Units 1 and 2 currently pending before an Atomic Safety and Licensing Board appointed by the U. S. Nuclear Regulatory Commission; and

WHEREAS, ITT Grinnell Corporation ("ITT Grinnell"), a non-party to the proceeding has been requested by Mrs. Juanita Ellis, a representative of Citizens Association for Sound Energy (CASE), to disclose certain information relating to contentions at issue in said proceeding, which is claimed by ITT Grinnell to be proprietary, which ITT Grinnell customarily holds in confidence, and which is contained in the documents attached hereto as Attachment A; and

WHEREAS, ITT Grinnell is willing to disclose the information to Mrs. Juanita Ellis and Messrs. Mark Walsh and Jack Doyle (hereinafter referred to as "Signators"), for the limited purpose and on condition that the information is treated in a confidential manner as hereinafter provided.

NOW, THEREFORE, in consideration of the disclosure of such information by ITT Grinnell, the Signators agree as follows:

(1) Signators will be given access to such information designated as ITT Grinnell proprietary in strict confidence and secrecy.

(2) Signators will utilize such information only for the purpose of the preparation of CASE's answer to Texas Utilities Electric Company's ("Applicants") "Motion for Summary Disposition Regarding Allegations Concerning Quality Assurance Program for Design of Piping and Pipe Supports for Comanche Peak Steam Electric Station," filed July 3, 1984. Signator shall not use such information for any other purposes. Such information, if used in whole or in part in CASE's answer shall be subject to the provisions of paragraphs (3) and (4) hereunder.

(3) Signators will not disclose the information in any manner to anyone not also a signator to this Agreement or subsequent agreement containing like terms. Signators will not photocopy, transcribe, reproduce, or disclose such information to any other person or entity whatever without first obtaining the prior written approval of ITT Grinnell. Such request shall be directed to:

ITT GRINNELL CORPORATION
260 West Exchange Street
Providence, Rhode Island 02901

Attn: D. D. McKenney

(4) Signators will safeguard and hold in confidence all such information as well as all evaluations, data, or notes made in connection with such information in accordance with the provisions of paragraph (3) above:

(5) Restrictions on disclosure contained herein shall not apply to any information or material which is available generally to the public or previously made available by ITT Grinnell without limitation as to use. Nothing herein shall be construed as permitting Signators to obtain the right to use information which becomes publicly known through any improper act or omission.

(6) ITT Grinnell retains all right, title, and interest in and to the confidential information.

(7) No patent rights of any kind whatever are conveyed by ITT Grinnell under this Agreement, nor are the rights to use any invention covered thereby.

(8) Signators may not assign this Agreement.

(9) Signators make no admission as to whether, in fact, any information disclosed to Signators by ITT Grinnell is confidential but will treat same on a confidential basis.

(10) Signators will return to ITT Grinnell at the above address all such information, and all copies made therefrom, at the conclusion of its use hereunder without demand from ITT Grinnell, but in no event later than the conclusion of the said operating license hearing and any appeals therefrom, or upon request from ITT Grinnell.

IN WITNESS WHEREOF, Signators have duly executed the Agreement the date and year set forth below.

(Date)

CONSENTED TO:
ITT GRINNELL CORPORATION

[Signature]
March 28, 1984
(Date)