

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, <u>et al.</u>][and 50-446
(Comanche Peak Steam Electric][(Application for an
Station, Units 1 and 2)][Operating License)
][

AGREEMENT AS TO DISCLOSURE
OF PROPRIETARY 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 but under contract to Texas Utilities Electric Company ("Applicants"), has been requested by Mrs. Juanita Ellis, President and primary 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, Ms. Barbara Boltz, and Mr. Mark Walsh (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, except as set forth in paragraph (3) following.

(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, and any subsequent additional pleadings on the same subject as may be deemed necessary by CASE, or in response to request by the Atomic Safety and Licensing Board. Signator shall not use such information for any other purposes.

(3) Signators may provide the information only to the Atomic Safety and Licensing Board, NRC Staff Counsel, and Counsel for the State of Texas. Such information shall be marked "PROPRIETARY INFORMATION -- FOR EYES ONLY." CASE may retain one copy for its own file of information supplied to the Licensing Board and parties as described in the preceding, to be maintained as proprietary and confidential. 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. Wiesemann

(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 of which Signators are aware.

(6) Westinghouse retains all right, title, and interest in and to the confidential information, except as described in paragraph (3) preceding.

(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 proprietary or confidential but will treat same on a confidential basis. Signators reserve the right, however, to present argument to the Atomic Safety and Licensing Board that the information is not, in fact, proprietary and that it should be released to the public.

(10) Signators will return to Westinghouse at the above address all such information, and all copies made therefrom still in the possession of Signators which have not been used as set forth in paragraph (3)

preceding, 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 therefore.

(11) This Agreement is subject to the approval of the Atomic Safety and Licensing Board.

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

10-21-84

(Date)

Juanita Ellis

(Mrs.) Juanita Ellis, President of CASE
(Citizens Association for Sound Energy)

Barbara Boltz

(Ms.) Barbara Boltz, CASE Board Member

Mark Walsh

Mark Walsh, CASE Witness

CONSENTED TO:

WESTINGHOUSE ELECTRIC CORPORATION

Robert W. Wiseman

10/30/84

(Date)