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PLEASE CALL ①  
GWEN BEATTY  
~~MARY E. POADEL~~  
X21054 when

# AIRGRAM

DEPT. DISTRIBUTION ORIGIN/ACTION				HANDLING PRIORITY	CLASSIFICATION UNCLASSIFIED	MESSAGE REFERENCE NO. Cleared:
AF	ARA	BF/OB	CU	TO:	MANILA	
D/HA	D/LOS	EA	EB	FROM:	DEPARTMENT OF STATE	DATE:
EUR	FADRC/DR	FADRC/LR	FBO	E.O. 12356:	N/A	
IGA	INR	IO	L	TAGS:	TNUC, RP	
M/MO	MC	NEA	OES	SUBJECT:	NRC ASSIGNMENT OF A PHILIPPINE NATIONAL	
PER	PM	PPT	S/IL	REF:		
S/NM	S/P	S/PRS	S/S			
SCA	SCS	SY	VO			

Done!  
Thanks  
MARY

Suggested Distribution

The attached U.S. Nuclear Regulatory Commission letter of invitation to the Philippine Atomic Energy Commission is self-explanatory. NRC would appreciate its delivery to Dr. Zoilo Bartolome (who awaits its arrival) on an urgent basis.

POST ROUTING		
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Attachment:  
June 13, 1984 Letter  
WJDircks, NRC, to ZBartolome, PAEC

UNCLASSIFIED  
CLASSIFICATION

DRAFTED BY: USNRC: JOSEPH D. LAFLEUR, JR.	DRAFTING DATE 6/13/84	PHONE NO. 492-7131	CONTENTS AND CLASSIFICATION APPROVED BY: MARTIN PROCHNIK, DIRECTOR, OES/NTC
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CLEARANCES

EAP/PHIL:RHuff

Enclosure 1

8612030402 861203  
PDR FOIA  
SCHLFMM86-822 PDR

OPTIONAL FORM 247 (Rev. 6-76)  
DEPARTMENT OF STATE  
50247-102

GPO 1976 O-213-630(100-1)



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

JUN 13 1984

Dr. Zoilo Bartolome  
Commissioner  
Philippine Atomic Energy Commission  
P.O. Box 932  
Metro Manila, The Philippines

Dear Dr. Bartolome:

I am pleased to extend this official invitation to Mr. Edgar G. Racho to be temporarily assigned to the staff of the United States Nuclear Regulatory Commission (NRC), Office of Inspection and Enforcement and Region I, for a 12-month period, 6 months at each office, beginning June 1984. Mr. Racho, an employee of the Philippine Atomic Energy Commission (PAEC), will be assigned to the appropriate branches, where he will gain experience in the development, operations, and conduct of inspection programs.

Please let us know as soon as possible the exact date we may expect Mr. Racho. He should call Dr. Joseph D. Lafleur, Jr. (301) 492-7131, for any information or assistance he needs prior to reporting to Bethesda, Maryland.

In addition to the extension of this invitation, I would like this letter, upon your countersignatures, to serve as a memorandum of the following understandings:

1. Mr. Racho will engage in activities essentially similar to those engaged in by NRC employees, without any special "diverse experience" assignments except those that might be convenient to the NRC.
2. All salary, allowances, and travel costs for Mr. Racho will be assumed by the IAEA and the PAEC.
3. The assignment will be for a period of 12 months. However, by mutual consent of the signators to this memorandum, this assignment may be terminated prior to the expiration of such period or may be extended for an additional period.
4. The PAEC affirms that Mr. Racho is a permanent employee of its safety organization and will retain the employment relationship during his assignment to the NRC and recommends him for his outstanding capability.
5. The PAEC affirms that Mr. Racho is capable of speaking, reading, and writing English fluently.
6. Mr. Racho shall observe all rules, regulations, and requirements of the NRC including, but not limited to, security, safety, health, hours of work, and conduct.

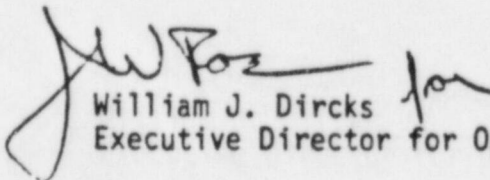
Enclosure 2

~~850919/84~~  
WPA.

JUN 13 1964

7. In his activities during this assignment, Mr. Racho may encounter information furnished to the NRC in confidence. Upon starting activities at the NRC, he will sign the enclosed statement (Annex 1) agreeing not to reproduce or remove any proprietary documents from their proper place of use and storage and agreeing not to disclose such information or in any other way violate the conditions under which the NRC receives and uses proprietary information. All signators will be provided signed copies of this memorandum.
8. Annex 2 describes the assignment of patents rights for patents resulting from this assignment.
9. Annex 3 is the proposed Security Plan for Mr. Racho.
10. The liability of the NRC for injury to Mr. Racho or damage to his property, the liability of Mr. Racho and the PAEC to the NRC for damage to its property, and the liability of Mr. Racho and the PAEC to third parties for personal injury or property damage will be governed by the applicable law of the United States and the laws of the several States. The laws of the States are not uniform, but in general, no party shall be liable to another party for personal injury or property damage unless such injury or damage is caused by the fault, negligence, or intent of the one party or its agents.

Sincerely,



William J. Dircks  
Executive Director for Operations

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Zoilo Bartolome

Enclosures:

1. Annex 1
2. Annex 2
3. Annex 3 (To be completed when assignee arrives at NRC.)

ANNEX 1

MEMORANDUM ON BUSINESS CONFIDENTIAL TECHNOLOGY,  
INFORMATION AND TRADE SECRETS

Whereas, the Philippine Atomic Energy Commission, hereinafter referred to as the PAEC, and the United States Nuclear Regulatory Commission, hereinafter referred to as the NRC, have agreed by letter to the assignment of the undersigned employee of the PAEC to the NRC; and

Whereas, the NRC from time to time receives business confidential technology, information or trade secrets which are the property of others;

Now, therefore, in consideration of my assignment under this agreement in a capacity which could make available to me business confidential technology and trade secrets which are the property of others:

I agree:

To keep confidential and not disclose or use during the period of my assignment or any extension thereof, or subsequent thereto, any business confidential technology, information or trade secrets of the NRC or others, except as authorized or required by the NRC during my assignment to the NRC; and

Not to permit any other individual to have access to any such business confidential technology, information or trade secrets in my possession unless within the terms of the aforementioned agreement, the NRC so authorizes and directs; and

Not to make copies of or to take any papers containing such business confidential information from their proper places of use and storage.

\_\_\_\_\_  
Edgar G. Racho

\_\_\_\_\_  
Date

UNITED STATES  
NUCLEAR REGULATORY COMMISSION

# AGREEMENT COVERING DISCOVERIES, INVENTIONS, AND IMPROVEMENTS

1. This Agreement is made by me with the United States Nuclear Regulatory Commission (hereinafter called the "Commission") in consideration of my engagement or employment by the Commission.
2. I hereby agree:
  - (a) To furnish the Commission with complete information on every invention, discovery or improvement, arising from or related to work conducted or sponsored by the Commission, and made or conceived by me during the period of my engagement or employment by the Commission;
  - (b) That the Commission shall have the sole power to determine whether or not and where a patent application shall be filed, and to determine the disposition of the title and the rights under any such invention, discovery or improvement, and under any application or patent that may result;
  - (c) That any claim for a pecuniary award or compensation under the Atomic Energy Acts of 1946 and 1954 hereby is waived with respect to such invention, discovery or improvement;
  - (d) That the judgment of the Commission on all such matters shall be accepted as final;
  - (e) To execute all documents and to do all things necessary or proper to carry out the judgment of the Commission. This will include aiding the Commission (at Government expense, by proper arrangement) in the prosecution of applications for patents, and in defense of the Government's rights, in any country.
3. The term "Commission" shall include any duly authorized representative of the United States Nuclear Regulatory Commission.

Witness \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
(Signature)

## CONSENT AND WAIVER

The foregoing Agreement of \_\_\_\_\_ is hereby consented to and approved this \_\_\_\_\_ day of \_\_\_\_\_ and all rights under any prior agreement are hereby waived to the extent of any conflict with such Agreement.

\_\_\_\_\_  
By \_\_\_\_\_

Its \_\_\_\_\_

GOVERNMENT ACCOUNTABILITY PROJECT

Institute for Policy Studies

1901 Que Street, N.W., Washington, D.C. 20009

F  
GROSS

(202) 234-9382

1984 JUL 10 July 5, 1984  
11 8:02

Department of State  
Information and Privacy Staff  
Rm 1239  
2201 C. St. N.W.  
Washington, D.C. 20520  
phone (202)632-1267

FREEDOM OF INFORMATION  
ACT REQUEST

FOIA-86-822  
Rec'd 11-26-86  
Ref for DOS

To Whom It May Concern:

Pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. § 552 the Government Accountability Project (GAP) requests copies of any and all agency records as defined in 10 C.F.R. § 9.3a(b) and any department manuals that supplement this federal regulation and information including but not limited to notes, letters, files, memoranda, drafts, minutes diaries, logs, calendars, tapes, transcripts, summaries, interview reports, procedures, instructions, engineering analyses, drawings, graphs, charts, maps, photographs, books, telephone messages, computations, voice recordings, any other data compilations, interim, status and/or final reports related to and/or generated in connection with:

- (1) all legally-binding agreements and/or informal commitments made by the Department of State regarding the Philippine Nuclear Power Plant-1, as well as the text of any such agreements or commitments.
- (2) all communications by the Department of State regarding the Philippine Atomic Energy Commission including but not limited to those specifically in connection with the recent/current visit to the United States of America in connection with the Final Safety Analysis Report on the Philippine Nuclear Power Plant-1.
- (3) all communications received and/or sent between the Department of State with Mr. Bartholome Ziola current head of the Philippine Atomic Energy Commission.
- (4) all communications received and/or sent between the Department of State and Mr. Ibe, former head of the Philippine Atomic Energy Commission.

~~850911/192~~  
2 PP

July 5, 1984

If any records as defined in 10 C.F.R. § 9.3a(b) and covered by this request have been destroyed and/or removed, and/or are destroyed and removed after receipt of this request, please provide all surrounding records, including but not limited to a list of all records which have been or are destroyed and/or removed, a description of the action(s) taken, relevant date(s), individual, office and/or agency-wide policies and/or justification(s) for the action(s), identification of all personnel involved with the action(s), and any and all records relevant to, generated in connection with, and/or issued in order to implement the action(s).

GAP requests that fees be waived, because "finding the information can be considered as primarily benefitting the general public." 5 U.S.C. § 552(a)(4)(A). The Government Accountability Project is a non-profit, non partisan public interest organization concerned with honest and open government. Through legal representation, advice, national conferences, films, publications and public outreach, the Project promotes whistle blowers as agents of government accountability. GAP requests the above information as part of an on going monitoring project on the adequacy of the governments efforts to protect the public safety and health at nuclear plants.

For any documents or portions that you deny due to a specific FOIA exemption, please provide an index itemizing and describing the documents or portions of documents withheld. The index should provide a detailed justification of your grounds for claiming each exemption, explaining why each exemption is relevant to the document or portion of the document withheld. This index is required under Vaughn v. Rosen (I), 484 F.2d 820 (D.C. Cir. 1973), cert. denied, 415 U.S. 977 (1974).

We look forward to your response to this request within ten days.

Sincerely,

*Donald L. Schlemmer*

Donald L. Schlemmer  
