

## **COMPUTER ACCESS AND OPERATING AGREEMENT**

### **Purpose**

This Computer Access and Operating Agreement ("Agreement") is made between the United States Nuclear Regulatory Commission ("NRC") and Exelon Generation Company, LLC ("EGC") for the purpose of providing the NRC at Three Mile Island Nuclear Station facility "view only" access to certain data and information possessed by EGC (in either hard copy or electronic format), this data and information being necessary for the NRC to fulfill its regulatory obligations, including inspection oversight.

### **Basis of Agreement**

WHEREAS, EGC is willing, per the terms established below, to provide NRC staff with on-site access to certain data and/or information systems (hardcopy or electronic), including hardware and software associated with electronic systems, owned by or otherwise under the control of EGC, so that data and information needed for NRC inspection activities may be accessed in an efficient manner, the parties agree to the following:

### **Terms**

1. At no charge to the NRC, EGC will make available and maintain for the NRC staff at Three Mile Island Nuclear Station a computer terminal, along with associated hardware and software, for the NRC staff to access electronically-stored data and/or information necessary for the performance of the NRC's regulatory responsibilities. If not already installed, EGC will install this terminal in the NRC Resident Inspectors' office in such a way that the terminal is isolated from any other computer system located in that office.
2. The electronically-stored data and/or information referenced in Paragraph 1 will be available to the NRC on a view-only basis. The NRC will not have the ability to modify such data and/or information, nor will the NRC have the ability to alter the programming of any software associated with the data and/or information. However, the NRC will have the capability to print out and/or to store local electronic copies of such data and/or information as may be retrievable. The NRC will not install any software on the provided computer terminal other than those programs provided by EGC pursuant to this Agreement. EGC, including EGC's agents, representatives, or employees will not assume any responsibility whatsoever for defects in the provided software and hardware or for any consequences that result therefrom. EGC agrees, upon notification by the NRC of any defective or malfunctioning software or hardware, to make reasonable efforts to provide appropriate comparable replacements, within a reasonable time following notification.
3. EGC acknowledges that all communications that are part of the NRC regulatory process will continue to be accomplished in a format

consistent with relevant NRC regulations found in Title 10 of the Code of Federal Regulations, *i.e.*, in a paper format or by electronic exchange and processed according to the NRC's normal docketing procedures.

4. The NRC acknowledges that all data and/or information residing on or accessible from the EGC-provided computer terminal and any hard copy printouts of such data made available to the NRC pursuant to this Agreement are "owned" and under the "control" of EGC. The NRC will treat such data and/or information as proprietary to EGC unless determined otherwise. However, in an NRC Resident Inspector's office, any data which the NRC has chosen for some future NRC purpose to reduce to hard copy printout or to transfer to any electronic storage medium (*e.g.*, computer hard drives, DVDs, and flash drives) is considered an agency record under federal law. In the event a request is received by the NRC for any such EGC data and/or information residing on NRC-controlled electronic storage media or otherwise in NRC's possession, the NRC will provide EGC, prior to any public release, the opportunity to request that the data and/or information be withheld from public disclosure based upon its proprietary nature. Such requests by EGC to withhold any data and/or information will be accompanied by an affidavit in accordance with NRC regulations.
5. Once it is done using the hard copy printouts of EGC data or information described above in Paragraph 4, NRC will either return them or destroy them in accordance with NRC-approved policies or procedures.
6. EGC data and/or information that the NRC will not have access to on the EGC-provided computer terminal includes draft documents and documents marked as "attorney-client privileged" or "attorney work product."
7. Upon execution by both parties, the terms of this Agreement supersede the terms of any prior agreement between the NRC and EGC concerning the same.
8. This Agreement shall remain in effect 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.

Exelon Generation Company, LLC

NUCLEAR REGULATORY COMMISSION  
REGIONAL ADMINISTRATOR, REGION I

By: 

By: 

Title: Site Vice President, TMI

Title: Acting Regional Administrator

Date: 10/24/14

Date: 11-7-14