

PROTECTIVE AGREEMENT FOR EXCHANGE OF INFORMATION

A. SCOPE

This Agreement governs the conveyance of proprietary information between the United States Nuclear Regulatory Commission (NRC) and the State of Minnesota Department of Health (MDOH). The proprietary information is the list of names of each State of Minnesota general licensee, their address, and the licensed devices possessed. All such information shall be transmitted and received in confidence by the parties to the Agreement. The employees of MDOH shall be bound by the provisions of this Agreement.

B. PROVISIONS FOR THE CONVEYANCE OF MINNESOTA GENERAL LICENSEES INFORMATION BETWEEN THE NRC AND MDOH

1. Pursuant to 10 CFR § 2.790 and 10 CFR § 9.17 of the NRC's regulations, the conveyed information is required to be withheld from public disclosure.
2. 10 CFR § 2.790(b)(6)(i) of the NRC's regulations permits the NRC to allow proprietary or trade secret information to be subject to inspection under a protective Agreement. The NRC's disclosure in confidence to MDOH of the list of names of each State of Minnesota general licensee, their address, and the licensed devices possessed is expressly not to be construed as a public disclosure of that document.
3. MDOH agrees to treat and safeguard the information as containing proprietary material and will not release it to any third party, copy, use, or reference the data in the document without the written authorization of the NRC.
4. MDOH intends to utilize the nonproprietary information only for performing State of Minnesota Official actions; and
5. MDOH agrees to accept and protect from public disclosure the materials provided by the NRC in confidence pursuant to 10 CFR § 2.790(b)(6)(i) of the NRC's regulations and pursuant to Minnesota Statutes, Section 13.37, General Nonpublic Data, Subdivision 1. paragraph (b), "Trade secret information." MDOH agrees to notify the NRC's Office State and Tribal Programs in the event that the information is inadvertently disclosed in contravention of the provisions of this Agreement.
6. The document identified above and provided to MDOH shall be stored in a locked cabinet to which access shall be restricted to no persons other than those with a need-to-know the contents of the documents in the performance of their duties.

C. CONTACTS

The principal NRC contact under this Agreement shall be Cardelia Maupin, Office of State and Tribal Programs. The principal MDOH contact shall be Patricia Bloomgren, Director, Division of Environmental Health (or other designee).

IN WITNESS WHEREOF (notary public with seal), Ms. Patricia Bloomgren (or other designee) has caused this Agreement to be effective as of the day and year signed below.

OFFICE OF MINNESOTA DEPARTMENT OF HEALTH



Patricia A. Cook
Notary

By: *Patricia Bloomgren*
Patricia Bloomgren

Title: *Director Div. of E.H.*
Director, Division of Environmental Health

Date: *7/17/00*