



**UNITED STATES
NUCLEAR REGULATORY COMMISSION
REGION IV
611 RYAN PLAZA DRIVE, SUITE 400
ARLINGTON, TEXAS 76011-8064**

November 21, 2000

Thomas Poindexter, Esquire
Winston and Strawn
1400 L Street, N.W.
Washington, D.C. 20005

Dear Mr. Poindexter:

As we discussed, the NRC Region IV staff has agreed to enter into a computer access and operating agreement with Cooper Nuclear Station that does not allow for downloading, printing, or transmission capability. NRC Region IV entered into such an agreement with South Texas Project Nuclear Operating Company (STPNOC). With STPNOC's permission, I have attached a copy of the signed agreement that we have with STPNOC for your reference. Additionally, I have provided a new draft of the Cooper/NRC agreement for your review.

Please contact me at 817-860-8271 or kds1@nrc.gov if you need further information.

Sincerely,

\RAI

Karla D. Smith, Esquire
Regional Counsel

Attachments: As stated

Docket No.: 50-298
License No.: DPR-46

bcc w/attachments:

Regional Administrator (**EWM**)

Deputy Regional Administrator (**TPG**)

DRP Director (**KEB**)

Branch Chief, DRP/C (**CSM**)

MPSiemien, OGC (**MPS**)

DOCUMENT: S:\RAS\CNS COMPUTER ACCESS AGREE.WPD

RIV:RC	C:DRP	D:DRP		
KSmith/cjg	CMarschall	KEBrockman		
\RA\	\KBROCKMAN for\	\RA\		
11/21/2000	11/21/2000	11/21/2000		

OFFICIAL RECORD COPY

T=Telephone

E=E-mail

F=Fax

COMPUTER ACCESS AND OPERATING AGREEMENT

Purpose

This agreement is made between the United States (U.S.) Nuclear Regulatory Commission (NRC) and Cooper Nuclear Station (CNS), agent for its owner company, Nebraska Public Power District (NPPD) referred to as "Owner" for the purpose of providing the NRC on-site access at CNS to certain CNS computer electronic data and information.

Basis of Agreement

WHEREAS, CNS desires to enhance the NRC's ability to perform its regulatory functions with respect to the regulatory duties performed by NRC's staff at CNS by providing the NRC staff with on-site access to certain computer hardware, software, and electronic files owned by the Owner and under CNS control so that data needed for NRC inspection activities may be electronically accessed in an efficient manner; and

WHEREAS, CNS is willing to make available to NRC's staff at CNS on-site access to certain computer hardware, software, and electronic files as appropriate or otherwise necessary for said staff to continue to perform its regulatory responsibilities subject to the terms below;

Terms

1. At no charge to the NRC, CNS will only make available and maintain for NRC's Resident Inspector's Office at CNS a personal computer and associated hardware, the following software and access to electronic information necessary for the NRC staff's performance of its regulatory responsibilities.
 - a. Basic office automation tools on the CNS network including, but from time-to-time not limited to: MS Windows NT, MS Exchange, Microsoft Office, MS Internet Explorer, Word Perfect.
 - b. CNS intranet web-page access is restricted to: CNSWEB including links to CNS Documents, Information Display System, CRG Agendas, Plant Information, CNS Phone List, CNS Safety, Outage News, and POD Coversheet. CNS reserves the right to restrict NRC access within any CNS intranet web-page as is deemed appropriate by CNS.
 - c. Access to CNS Local Area Network (LAN) for the purpose of reading reference material on the R:(REFERENCE) drive and reviewing the Nuclear Operations Management System (NOMS) operator logs.
2. The software and electronic information referred to above in Term 1 will be available for NRC on-site access at CNS with no downloading, printing, or transmission capability, and no control over the associated software programs. No one representing the NRC will have the capability to modify, revise, alter or amend any portion of any information or

the associated software programs to which the NRC staff has on-site access pursuant to this agreement. Nor will NRC install any software on the designated hardware provided to NRC by CNS other than those provided by Owner and/or CNS pursuant to this Agreement.

Neither Owner nor CNS, including their agents, representatives, or employees will assume any responsibility whatsoever for defects in the said software programs or hardware or any consequences therefrom. CNS and/or NPPD agrees to, upon notification by the NRC staff with on-site access, of any defectiveness or malfunctioning of said software or hardware, make reasonable efforts to provide appropriate comparable replacement software and hardware as necessary, within a reasonable time upon notification thereof.

3. CNS acknowledges that all communications that are part of the 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 (10 CFR), i.e., in a paper format or by electronic exchange and processed according to the NRC's normal docketing procedures.
4. NRC acknowledges that all information or data residing on or accessible from the CNS personal computer made available to NRC pursuant to this Agreement are "owned" and under the "control" of Owner and/or CNS. The NRC will treat such information as proprietary to CNS unless determined otherwise. Any downloading, printing, transmission, or modification of data or information residing on or accessible through the CNS personal computer is strictly prohibited. In the event a request is received by the NRC for any such CNS data and /or information, the NRC will provide CNS the opportunity to request that the data and/or information be withheld from public disclosure in accordance with agency regulations, 10 CFR 9.17 and 2.790.
5. The term of this Agreement shall be for one (1) year from the date of its execution by both parties. Thereafter, this Agreement shall be extended automatically on a year-to-year basis until terminated by either party giving ten (10) days prior written notice of termination to the other party.

In Witness Whereof, the undersigned have executed this Agreement.

Cooper Nuclear Station

Date

By: _____

Nuclear Regulatory Commission
Regional Administrator, Region IV

Date

By: _____

FYI: The STP Project Nuclear Operating Company's Computer Access and Operating Agreement form included for reference
has been added to ADAMS under Accession number ML 003702573