



UNITED STATES
NUCLEAR REGULATORY COMMISSION

REGION IV

611 RYAN PLAZA DRIVE, SUITE 400
ARLINGTON, TEXAS 76011-8064

January 9, 2001

J. H. Swailes, Vice President
of Nuclear Energy
Nebraska Public Power District
P.O. Box 98
Brownville, Nebraska 68321

Dear Mr. Swailes:

We have reviewed the proposed Computer Access and Operating Agreement and find the terms and conditions satisfactory. Therefore, enclosed is the original agreement signed by me. If you should have any questions, you may call Ms. Karla Smith, Regional Counsel at (817)860-8271.

Sincerely,

Ellis W. Merschoff
Regional Administrator

Enclosure:
As stated

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

cc w/Enclosure:

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Electronic distribution from ADAMS by RIV:

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

Senior Project Engineer, DRP/C (**DPL**)

Branch Chief, DRP/TSS (**PHH**)

S:\RAS\CNS Access Agreement ltr.wpd

RIV:RC	DRA	RA		
KDSmith:jc	TPGwynn	EWMerschhoff		
1/8/2001	1/8/2001	1/9/2001		

OFFICIAL RECORD COPY

T=Telephone

E=E-mail

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COMPUTER ACCESS AND OPERATING AGREEMENT

Purpose

This Computer Access and Operating Agreement (Agreement) is made between the United States (U.S.) Nuclear Regulatory Commission (NRC), and Nebraska Public Power District (NPPD), a public corporation and political subdivision of the State of Nebraska, owner of Cooper Nuclear Station (CNS), hereinafter referred to as NPPD or Owner, for the purpose of providing the NRC an on-site facility at CNS to access certain CNS computer electronic data and information.

Basis of Agreement

WHEREAS, NPPD 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, NPPD 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, NPPD 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. NPPD reserves the right to restrict NRC access within any CNS intranet web-page as is deemed appropriate by NPPD.
 - 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 Paragraph 1 will be available to provide NRC view-only access to information from a fixed location. NRC agrees not to off-load, print or otherwise transfer information accessed through this facility. 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. NPPD agrees to, upon notification of any defectiveness or malfunctioning of said software or hardware by the NRC staff with on-site access, make reasonable efforts to provide appropriate comparable replacement software and hardware as necessary, within a reasonable time upon notification thereof.

3. NPPD 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. The NRC will treat such information as proprietary to NPPD 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 NPPD 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.

NEBRASKA PUBLIC POWER DISTRICT

By: _____

Title: _____

Date: _____

NUCLEAR REGULATORY COMMISSION
REGIONAL ADMINISTRATOR, REGION IV

By: _____

Title: _____

Date: _____

[Signature]
VP Nuclear / CMO
12/19/00

[Signature]
REGIONAL ADMINISTRATOR
12/22/2000