



UNITED STATES
NUCLEAR REGULATORY COMMISSION

REGION III
801 WARRENVILLE ROAD
LISLE, ILLINOIS 60532-4351

December 12, 2001

Mr. Robert E. Helfrich
Assistant General Counsel
Exelon Generation Company, LLC
4300 Winfield Road
Warrenville, IL 60555

SUBJECT: REVISED COMPUTER ACCESS AND OPERATING AGREEMENT
COMED NUCLEAR POWER PLANTS
DOCKET NOS.: 50-456/457;50-454/455;50-237/249;50-373/374;50-254/265

Dear Mr. Helfrich:

As requested in your letter to me dated November 26, 2001 enclosed for your records is one original copy of the signed Computer Access and Operating Agreement between ComEd and the Nuclear Regulatory Commission for ComEd's Braidwood, Byron, Dresden, LaSalle and Quad Cities Nuclear Stations.

Please contact me at (630) 829-9653 if there are any questions.

Sincerely,

A handwritten signature in cursive script that reads "Bruce Berson".

Bruce A. Berson
Regional Counsel

Docket Nos: 50-456/457 - Braidwood
50-454/455 - Byron
50-237/249 - Dresden
50-373-374 - LaSalle
50-254/265 - Quad Cities

Enclosure: As stated

Distribution:

Docket File w/encl.
PUBLIC IE-01/E/encl.

IE01

COMPUTER ACCESS AND OPERATING AGREEMENT

This Agreement is made between the U.S. Nuclear Regulatory Commission ("NRC"), Regions I and III, and Exelon Generation Company, LLC ("Exelon"), for purposes of providing the NRC with access to certain information created by Exelon, and stored and maintained by Exelon in computer databases.

WHEREAS Exelon desires to cooperate with the NRC in performing its regulatory functions with respect to Exelon's nuclear stations by allowing the NRC restricted use of Exelon-supplied computer hardware and software and limited access to information databases owned by and under the control of Exelon and further subject to the terms stated below.

NOW, THEREFORE, in consideration of the covenants and conditions set forth below, the parties mutually agree as follows:

1. At no charge to the NRC, Exelon will provide and maintain in NRC resident inspector offices for NRC's use at Exelon's Braidwood, Byron, Dresden, LaSalle, and Quad Cities Stations (Region III) a computer terminal and associated hardware and software for obtaining access to information that the NRC needs to fulfill its regulatory responsibilities.
2. The information provided to the NRC shall be designated by Exelon and may be adjusted from time to time by a revision of this Agreement. The information covered by this Agreement is limited to three application systems:
 - Passport – Action Tracking (AT) Access to the Passport Action Tracking Database is limited to the Condition Report (CR) type action request
 - Electronic Operator Logs
 - Passport – Work Management (WM)
3. This Agreement does not grant the NRC any access to other aspects of, or information contained in, Exelon's electronic data systems. In addition, no inter-connection shall be established by the NRC between the above listed or any other Exelon databases accessible via computer equipment furnished by Exelon and NRC's own computer systems. Further, the NRC agrees not to install or use any other software on the equipment furnished by Exelon.
4. The computer software and information referred to above will be made available to the NRC through "view only" access with no data modification capability and no other control over the associated software programs. Exelon will provide print capability outside of but convenient to the NRC offices. Such print capability is limited to data contained in the application systems noted in Paragraph 2 above. Further, the NRC agrees not to install print capability inside the NRC's offices for use with Exelon supplied equipment.

No capability is provided to the NRC for electronic transfer to storage media or NRC computer systems, including but not limited to diskettes, tape or other media. Diskette drives and similar devices will not be installed by the NRC on the Exelon provided equipment.


5. The NRC recognizes that the format for the usual communications from Exelon that are part of the formal NRC licensing process remains unchanged by this Agreement. Such communications will continue to consist of the submittal of hard copy paper written correspondence, processed according to the NRC's usual docketing procedure as described in Title 10 Code of Federal Regulations.
6. The NRC agrees that all information and any hard copy paper printouts covered by this Agreement are owned by and under the control of Exelon and may contain information exempt from public disclosure under applicable law. However, the NRC and Exelon understand that Exelon data, in the form of hard copy paper printout when located in an NRC Resident Inspector's office, either as provided by Exelon or printed by the NRC in accordance with Paragraph 4 above, may be considered an agency record under applicable law. In the event that a request is received by the NRC for any Exelon information residing on NRC hard drives or in the NRC's possession, in hard copy paper printout or electronic form, and prior to any public release the NRC will provide Exelon with notice to the undersigned Exelon representative and reasonable opportunity to request that the information be withheld from public disclosure as provided for in 10 CFR 2.790. B4B 12/7/01
7. The term of this Agreement shall be for 2 years from its date of execution by both parties. Thereafter, this Agreement shall be extended on a 2-year basis until terminated by either party giving ten days prior written notice of termination to the other party. Provided, however, if a determination is made that data and hard copy printouts of data made available to the NRC pursuant to this Agreement are not owned and under the control of Exelon and are Agency records subject to disclosure under federal law, Exelon shall have the right to terminate this Agreement upon five days notice and the NRC shall return all such data and hard copy printouts to Exelon, except for data and hard copy printouts of data which are the subject of a Freedom of Information Act request made to the NRC prior to the termination of this Agreement. All such data and hard copy printouts of such data shall be treated in accordance with federal law and applicable NRC regulations. Further, NRC regulations require it to have access to licensee records. See 10 CFR 26.70(b)(2), 50.70(a), and 70.55(b). B4B 12/7/01
8. B4B 12/7/01 This Agreement supersedes any previous agreement associated with NRC access to computer systems.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date noted below.

Exelon:

Date: 10/19/01

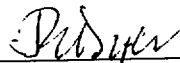
By:


Jeffrey A. Benjamin
Vice President, Licensing & Regulatory Services
Exelon Nuclear
Exelon Generation Company, LLC

U.S. Nuclear Regulatory Commission:

Date: 12/12/01

By:


Regional Administrator, Region III