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**AUG 20 2014**

Mr. Daniel H. Dorman  
U. S. Nuclear Regulatory Commission – Region I  
2100 Renaissance Blvd., Suite 100  
King of Prussia, PA 19406-2713

**SUSQUEHANNA STEAM ELECTRIC STATION  
SUBMITTAL OF COMPUTER ACCESS AND  
OPERATING AGREEMENT  
PLA-7228**

**Docket No 50-387  
50-388**

Enclosed for your records is one original copy of the Computer Access and Operating Agreement between PPL Susquehanna, LLC and the Nuclear Regulatory Commission.

No new regulatory commitments are contained in this letter.

If you have any questions, please contact Mr. John L. Tripoli, Manager – Nuclear Regulatory Affairs at (570) 542-3100.

Sincerely,

J. A. Franke

Enclosure: PPL Susquehanna, LLC Computer Access and Operating Agreement

copy: Mr. J. E. Greives, NRC Sr. Resident Inspector  
Mr. J. A. Whited, NRC Project Manager  
Mr. L. J. Winker, PA DEP/BRP

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**Enclosure to PLA-7228**

**PPL Susquehanna, LLC**  
**Computer Access and Operating Agreement**

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## **COMPUTER ACCESS AND OPERATING AGREEMENT**

### **Purpose**

This Computer Access and Operating Agreement ("Agreement") is made between the United States Nuclear Regulatory Commission ("NRC") and PPL Susquehanna, LLC ("PPL") for the purpose of providing the NRC at PPL facility "view only" access to certain data and information possessed by PPL (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, PPL desires to enhance the NRC's ability to perform its regulatory functions with respect to the duties performed by the NRC's staff; and  
WHEREAS, PPL is willing, per the terms established below, to provide said 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 PPL or otherwise under the control of PPL, 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, PPL will make available and maintain for the NRC Resident Inspector's Office at PPL an electronic terminal (*i.e.*, a computer), 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.
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 electronic terminal other than those programs provided by PPL pursuant to this Agreement. PPL, including PPL'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. PPL agrees to, 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. PPL 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 PPL provided electronic 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 PPL. The NRC will treat such data and/or information as proprietary to PPL 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 PPL data and/or information residing on NRC-controlled electronic storage media or otherwise in NRC's possession, the NRC will provide PPL, 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 PPL to withhold any data and/or information will be accompanied by an affidavit in accordance with NRC regulations.
5. Upon execution by both parties, the terms of this Agreement supersede the terms of any prior agreement between the NRC and PPL concerning the same.
6. This Agreement shall remain in effect 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.

PPL

NUCLEAR REGULATORY COMMISSION  
REGIONAL ADMINISTRATOR, REGION I

By:  \_\_\_\_\_

By: \_\_\_\_\_

Title: VP- SUSQUHANNA

Title: \_\_\_\_\_

Date: 8/20/2014

Date: \_\_\_\_\_