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FITZPATRICK, E. Indiana Michigan Power Co. (formerly Indiana & Michigan Ele  
RECIP. NAME RECIPIENT AFFILIATION  
Document Control Branch (Document Control Desk) I

SUBJECT: Forwards proposed computer access & operating agreement  
between Indiana Michigan Power Co & NRC, Region III. Agreement  
allow plant resident inspectors access to certain computer  
data bases used at plant. O

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August 15, 1995

AEP:NRC:1236

Docket Nos.: 50-315  
50-316

U. S. Nuclear Regulatory Commission  
Document Control Desk  
Washington, D. C. 20555  
ATTN: H. J. Miller

Gentlemen:

Donald C. Cook Nuclear Plant  
COMPUTER ACCESS AND OPERATING AGREEMENT WITH  
U. S. NUCLEAR REGULATORY COMMISSION, REGION III

Attached is our proposed computer access and operating agreement between Donald C. Cook Nuclear Plant and the U. S. Nuclear Regulatory Commission, Region III. The purpose of the agreement is to allow the Cook Nuclear Plant resident inspectors access to certain computer data bases used at the plant. The agreement has been signed by the Cook Nuclear Plant Site Vice President/Plant Manager and requires the signature of the Region III Administrator to become effective. Upon the Region III Administrator's concurrence with the agreement, please return a signed copy of the agreement to me.

Sincerely,

E. E. Fitzpatrick  
Vice President

eh

Attachment

cc: A. A. Blind  
G. Charnoff  
NFEM Section Chief  
NRC Resident Inspector - Bridgman  
J. R. Padgett

210082

1001

ATTACHMENT TO AEP:NRC:1236

COMPUTER ACCESS AND OPERATING AGREEMENT  
BETWEEN DONALD C. COOK NUCLEAR PLANT AND  
U. S. NUCLEAR REGULATORY COMMISSION, REGION III

## **COMPUTER ACCESS AND OPERATING AGREEMENT**

This agreement is made between the U. S. Nuclear Regulatory Commission (NRC) and Indiana Michigan Power Company (I&M), for the purpose of providing the NRC with access to certain I&M computer data bases.

WHEREAS, I&M desires to enhance the NRC's ability to perform its regulatory functions with respect to Donald C. Cook Nuclear Plant (CNP) by providing the NRC with access to certain computer hardware, software, and data bases owned by and under the control of CNP so that data needed for NRC inspection activities may be electronically accessed in a timely manner; and

WHEREAS, I&M is willing to make available to NRC certain computer hardware, software and data bases as appropriate or otherwise necessary for the NRC to continue to perform its regulatory responsibilities 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, I&M will make available and maintain in the NRC resident inspectors' office for NRC's use at CNP a computer terminal and associated hardware and software necessary for the NRC to access CNP information that the NRC requires to fulfill its regulatory responsibilities. The actual information and data bases to be made available will be identified by I&M on a periodic basis.

NRC acknowledges that access to the software and data bases referred to above does not provide control over I&M's electronic data system and that interconnection between the above referred to I&M computer systems and NRC computer systems will not be established.

2. The software and data bases referred to above will be available to NRC through "view only" access with no data modification capability and no control over the associated software programs. NRC will not have the capability to print above data bases. The capability for electronic transfer to storage media or NRC computer systems is not provided. Modifications to I&M owned equipment to establish such capability are not to be made without the permission of I&M.
3. I&M acknowledges that all communications that are part of the formal licensing process will continue to be accomplished in a format consistent with the relevant NRC regulations contained in Title 10 of the Code of Federal Regulation, i.e., in a paper format and processed according to NRC's normal docketing procedure.

4. NRC acknowledges that all data and any hard copy printouts of such data made available to NRC pursuant to this Agreement are owned by I&M and NRC will treat such information as proprietary to that company unless determined otherwise. However, any data which the NRC reduces to hard copy printout, in an NRC Resident Inspectors' office, is considered an agency record under Federal law. In the event that a request is received by the NRC for any I&M information residing on NRC hard drives or in NRC's possession, in hard copy or electronic form, prior to any public release, NRC will provide I&M notice and reasonable opportunity to request that information be withheld from public disclosure based upon its proprietary nature by executing an affidavit in accordance with agency regulation, 10 CFR 2.790.
5. The term of this Agreement shall be for one year from its date of execution by both parties. Thereafter, this Agreement shall be extended on a year-to-year basis until terminated by either party giving ten days prior written notice of termination to the other party.

IN WITNESS WHEREOF, the undersigned have executed the Agreement.

Indiana Michigan Power Company  
Cook Nuclear Plant Site Vice President/Plant Manager

By A. Allen Blum

Date

8/8/95

U. S. Nuclear Regulatory Commission  
Regional Administrator, Region III

By \_\_\_\_\_

Date

\_\_\_\_\_