

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

Before the Atomic Safety and Licensing Board

In the Matter of)

LONG ISLAND LIGHTING COMPANY)

(Shoreham Nuclear Power Station,
Unit 1))

Docket No. 50-322

AGREEMENT REGARDING DISCLOSURE OF
CONFIDENTIAL COMMERCIAL INFORMATION

A. Suffolk County (SC or County) is a party to the above-captioned operating license proceeding. The County has retained a technical consultant to assist in this proceeding.

B. The Long Island Lighting Company (LILCO) has engaged General Electric Corporation (GE), a non-party in this proceeding, to supply the nuclear steam supply system for the Shoreham Nuclear Power Station.

C. SC has requested that its counsel and/or technical consultant be permitted to inspect the following GE documents:

1. List of Items from the Nuclear Reactor Study (Reed Report) Identified in 1975 by Safety and Licensing for Consideration as "Reportable Deficiencies" under Section 206 of the Energy Reorganization Act of 1974 (dated March 22, 1978)
2. Summary of Status of Items from the Nuclear Reactor Study (Reed Report) Identified in 1975 by Safety and Licensing (prepared May 1978)
3. Topical Report NED-21021-P: "Test Program for Collet Retainer Tube"

These documents are claimed by GE to contain confidential commer-

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cial information and to be customarily held in confidence.

D. GE is willing to make the documents available to SC's counsel and its technical consultant (hereinafter "Signators") to inspect, take notes, and request copies of any pages, which will be made by GE, provided that the information in those documents, notes, and copies (hereinafter "information") will be used for the limited purposes and will be treated in a confidential manner as provided below.

E. In consideration of the disclosure of the information by GE, the Signators agree as follows:

(1) Signators will inspect the documents, take any notes, and receive any copies in strict confidence and secrecy.

(2) Signators will use the information only (a) for the purposes of discovery and preparation of testimony in connection with SC Contention 3a in the above-captioned proceeding, and (b) in testimony as documentary evidence, in cross-examination, and for other legitimate evidentiary purposes in connection with SC Contention 3a. The information, if used in whole or in part for any of the above purposes -- discovery, preparation of testimony, testimony, documentary evidence, cross-examination, and other legitimate evidentiary purposes -- shall be subject to paragraphs (3) and (4) below and shall be presented only during in-camera hearing sessions that provide protection against non-disclosure equivalent to that provided under this Agreement.

(3) Signators will not photocopy, transcribe, reproduce, or disclose the information to any other person or entity who

has not executed this Agreement.

(4) Signators will safeguard and hold in strict confidence the information, as well as all evaluations, data, or notes made in connection with the information in accordance with paragraph (3) above.

(5) Restrictions on disclosure contained herein shall not apply to any information or material that is generally available to the public or previously made available by GE without limitation as to use. Nothing in this Agreement shall be construed as permitting Signators to unfairly obtain the right to use information that becomes publicly known through an improper act or omission on their part.

(6) GE retains all right, title, and interest in and to the information.

(7) Signators may not assign this Agreement.

(8) Signators make no admission as to whether the information disclosed by GE is, in fact, confidential commercial information, but Signators will treat the information on a confidential basis. In the event any NRC regulation, rule, or ASLB order, other administrative order, or judicial ruling requires the disclosure of the information without providing the equivalent protection accorded under this Agreement, GE will have the right to immediately withdraw the information from Signators upon request.

(9) Signators will return to GE all the information at the conclusion of their use, but in no event later than the ter-

mination of their employment by Suffolk County or the conclusion of the above-captioned proceeding including appeals, whichever occurs first.

(10) Signator ERG shall not be liable and/or responsible for the unauthorized disclosure by Signators Irving Like and Richard C. Hand of any of the confidential commercial information made available to said Signators under the terms of this Agreement; conversely, Signators Irving Like and Richard C. Hand shall not be individually or jointly liable and/or responsible for the unauthorized disclosure by Signator ERG of any of the confidential commercial information made available to said Signators under the terms of this Agreement.

2/2/79
Date

Irving Like

March 26, 1979
Date

Richard C. Hand
Richard C. Hand

March 26, 1979
Date

Marc W. Lofthorn
SC technical consultant, Energy Research Group, Inc.

CONSENT TO
GENERAL ELECTRIC CORPORATION

By: R. K. Lofthorn

Date: 5-7-79

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