

University of Illinois
at Urbana-Champaign

Department of
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April 10, 1990

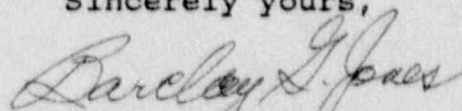
Alexander Adams, Jr., Project Manager
Non-Power Reactor, Decommissioning and
Environmental Project Directorate
Division of Reactor Projects III, IV,
V and Special Projects
Office of Nuclear Reactor Regulation
Nuclear Regulatory Commission
Washington, DC 20555

Dear Mr. Adams:

Subject: University of Illinois -Amendment to
Indemnity Agreement

Enclosed is the completely signed copy of the subject amendment from the University of Illinois in connection with our TRIGA reactors on site. The signatures on the attached copies indicate the acceptance of the amendment by the University of Illinois and I am enclosing an originally signed copy for your files. We have also distributed copies to the appropriate groups at the University and trust that none other than the original need to be forwarded with this letter.

Sincerely yours,



Barclay G. Jones
Professor and Head

BGJ/kmd

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UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555

Docket No. 50-356

Amendment to Indemnity Agreement No. E-20
Amendment No. 14

Effective July 1, 1989, Indemnity Agreement No. E-20, between The Board of Trustees of the University of Illinois, and the Atomic Energy Commission, dated October 18, 1962, as amended, is hereby further amended as follows:

The amount "\$160,000,000" is deleted wherever it appears and the amount "\$200,000,000" is substituted therefor.

The amount "\$124,000,000" is deleted wherever it appears and the amount "\$155,000,000" is substituted therefor.

The amount "\$36,000,000" is deleted wherever it appears and the amount "\$45,000,000" is substituted therefor.

Paragraph 1, Article I is modified to read as follows:

1. "Nuclear reactor," "byproduct material," "person," "source material," "special nuclear material," and "precautionary evacuation" shall have the meanings given them in the Atomic Energy Act of 1954, as amended, and the regulations issued by the Commission.

The definition of "public liability" in paragraph 7, Article I is deleted, and the following is substituted therefor:

"Public liability" means any legal liability arising out of or resulting from a nuclear incident or precautionary evacuation (including all reasonable additional costs incurred by a State or a political subdivision of a State, in the course or responding to a nuclear incident or precautionary evacuation), except (1) claims under State or Federal Workmen's Compensation Acts of employees of persons indemnified who are employed (a) at the location or, if the nuclear incident occurs in the course of transportation of the radioactive material, on the transporting vehicle, and (b) in connection with the licensee's possession, use or transfer of the radioactive material; (2) claims arising out of an act of war; and (3) claims for loss of, or damage to, or loss of use of (a) property which is located at the location and used in connection with the licensee's possession, use, or transfer of the radioactive material, and (b) if the nuclear incident occurs in the course of transportation of the radioactive material, the transporting vehicle, containers used in such transportation, and the radioactive material.

Paragraph 4(c), Article II is revised to read as follows:

- (c) Any issue or defense based on any statute of limitations if suit is instituted within three years from the date on which the claimant first knew, or reasonably could have known, of his injury or damage and the cause thereof.

Paragraph 1, Article IV is revised to read as follows:

1. When the Commission determines that the United States will probably be required to make indemnity payments under the provisions of this agreement, the Commission shall have the right to collaborate with the licensee and other persons indemnified in the settlement and defense of any claim (including such legal costs of the licensee as are approved by the Commission) and shall have the right (a) to require the prior approval of the Commission for the settlement or payment of any claim or action asserted against the licensee or other person indemnified for public liability or damage to property of persons legally liable for the nuclear incident which claim or action the licensee or the Commission may be required to indemnify under this agreement; and (b) to appear through the Attorney General of the United States on behalf of the licensee or other person indemnified, take charge of such action and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by the Commission, the licensee shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

In paragraph 1, Article VIII, the amount "\$5,000,000" is deleted and the amount "\$63,000,000" is substituted therefor.

FOR THE U.S. NUCLEAR REGULATORY COMMISSION

Cecil O. Thomas

Cecil O. Thomas, Chief
Policy Development and Technical Support Branch
Program Management Policy Development
and Analysis Staff
Office Nuclear Reactor Regulation

Accepted 28 NOV, 1989

The Board of Trustees of the
University of Illinois

By

C. S. Bazzani
C. S. Bazzani

ATTEST:

By

Charm Bates
(Secretary)

APPROVED:

By

Carl Palmer
(UIUC Legal Counsel)