

DOCKETED  
USNRC



UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

10	In the Matter of	)	Docket No. 50-142
11	THE REGENTS OF THE UNIVERSITY	)	(Proposed Renewal of Facility
12	OF CALIFORNIA	)	License Number R-71)
13	(UCLA Research Reactor)	)	May 3, 1982

MEMORANDUM CONCERNING DISPOSITION OF THE PHOTOGRAPHS

DONALD L. REIDHAAR  
GLENN R. WOODS  
CHRISTINE HELWICK  
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2200 University Avenue  
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Attorneys for Applicant

THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA

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1 In response to the Board's memorandum and order of  
2 April 16, 1982, THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
3 (University) advises the Board and Parties as follows.

4  
5 A. The Irrelevant Photograph

6 As directed by the Board, University has enclosed  
7 herewith to the Board and CBG a print of the only photograph  
8 which University objected to releasing as irrelevant to the  
9 proceeding. The photograph shows a car bumper sticker which had  
10 been affixed to the rear of a metal cabinet within the reactor  
11 control room by an unknown person. Release of the photograph is  
12 objected to on the grounds that it does not contain information  
13 relevant to any of the matters in dispute in this proceeding  
14 nor is it reasonably calculated to lead to the discovery of  
15 admissible evidence.

16  
17 B. The Twenty (20) Photographs Depicting Security System Features

18 With respect to the twenty (20) photographs to which the  
19 University has objected on security grounds, at the Board's  
20 suggestion University will retake each of those photographs to  
21 depict the same scene while excluding physical security system  
22 features. Release of the retaken photographs can be considered  
23 together with the release of the 194 photographs, which are the  
24 subject of the stipulation discussed below.

25  
26 C. The 194 Remaining Photographs

27 University and CBG reached oral agreement on the condi-  
28 tions that were to govern the release of the 194 of the photographs

1 taken during the November 17, 1981, inspection at the parties'  
2 meeting of February 9, 1982. However, CBG's representative has  
3 since been unwilling to sign the written stipulation which records  
4 that agreement. Instead, CBG now seeks to impose entirely differ-  
5 ent conditions on the University. This dispute exemplifies the  
6 type of problem the University has repeatedly had in its dealings  
7 with CBG's representative. The background to the dispute and the  
8 current position of the parties is discussed below.

9  
10 1. In September, 1981, CBG made two (2) requests for  
11 inspection, testing and photographing under 10 C.F.R. Sec.2.741.  
12 University objected to the requests in responsive pleadings but  
13 agreed to provide CBG with an opportunity to clarify its requests  
14 and thereby avoid having to take the matter to the Board. After  
15 receiving some clarification of the CBG request at the parties'  
16 meeting of October 22, 1981, University agreed to an inspection  
17 of its facility. University also agreed that CBG could take an  
18 unlimited number of photographs during the inspection provided  
19 that CBG agreed to accept procedures for ensuring that the photo-  
20 graphs were not publicly disclosed. University was concerned  
21 that the existence of a large number of photographs of the facility  
22 would constitute a "photographic map" of the premises. Permitting  
23 a broader circulation of this set of photographs than required in  
24 this proceeding would unnecessarily compromise security. Because  
25 the release of certain individual photographs could expose specific  
26 features of the security system, University also reserved the  
27 right to object to the release of particular photographs.

28

1           CBG agreed to those conditions for the release of the  
2 photographs at the October 22nd meeting, as evidenced by the  
3 following statement of Mr. Hirsch taken from the tape recording  
4 of that meeting:

5           "Mr. Hirsch: We would be willing to stipulate that  
6 those photographs would not be released in any setting  
7 aside from -- we have problems with something served  
8 to the public document room -- at hearing and in legal  
9 filings . . . but . . . we could establish a separate  
10 appendix for photographs to be submitted in legal  
11 filings in the normal proprietary fashion . . ."

12 Prior to the inspection, then, the parties had agreed that the  
13 photographs would not be released to the public, but that they  
14 would be used only at hearing and in legal filings with procedures  
15 to be worked out for handling photographs to be submitted in  
16 support of pleadings. On the basis of that agreement University  
17 withdrew any further objection it had to the photographing aspect  
18 of CBG's 10 C.F.R. Sec.2.741 requests and permitted the inspections  
19 to take place with CBG free to take as many photographs as it  
20 needed, but with the further agreement that the photographs would  
21 remain in the University's possession until appropriate procedures  
22 could be worked out.

23           2. During the inspection, which lasted five (5) hours,  
24 CBG took 215 photographs in and about the facility. On  
25 November 19, 1981, University wrote CBG inviting a meeting to  
26 discuss, among other things, the release of the photographs. On  
27 February 9, 1982, the parties met and agreed on the procedures  
28 that were to govern release of 194 of the photographs. University  
29 stated its objections to releasing any of the remaining (21)  
30 photographs. CBG was to have unimpeded use of the photographs

1 in the preparation and presentation of its case, but for all other  
2 purposes the photographs were to be treated as "proprietary" with  
3 all manner of public disclosure precluded. CBG reserved the  
4 right to seek to have the Board modify or remove any of the  
5 conditions or otherwise seek the unconditional release of any of  
6 the photographs. A written stipulation was to be prepared which,  
7 once executed, was to be filed with the Board to bring the parties'  
8 resolution of the matter to the Board's attention.

9  
10 3. University produced a written draft of the stipula-  
11 tion which was sent to CBG with a letter dated February 18, 1982  
12 (Attachment "A", hereof). University received CBG's response  
13 in the form of a re-drafted stipulation on March 24, 1982 (which  
14 explains why it was not mentioned in University's protective order  
15 request of March 23, 1982). Under the guise of what CBG called  
16 "minor language modifications", CBG inserted in the stipulation  
17 an entirely different condition which would have had the effect  
18 of requiring University to apply to the Board for a protective  
19 order to prevent unconditional release of the photographs to CBG.  
20 CBG's revision treats the photographs as if they were ordinary  
21 evidence already in existence at the outset of this proceeding.  
22 In fact, the photographs were produced solely as a result of the  
23 prior understandings of the parties as to the scope of the  
24 inspection University was to permit.

25  
26 The Board is directed to our letter and re-drafted  
27 stipulation of April 8, 1982 (Attachment "B", hereof), which  
28 quotes the conversation that took place at the February 9 meeting

1 attended by several representatives of CBG, including Mr. Hirsch  
2 and Ms. Thompson, CBG attorney. The following exchange has been  
3 excerpted from University's tapes of that meeting:

4       "Ms. Thompson: We are prepared to accept your  
5 conditions with the following provisos: that we  
6 have them in writing so that it is clearly understood  
7 between everybody as to exactly what those conditions  
8 are; and, secondly, that we reserve the right to go to  
9 the Board with an objection regarding the conditions and  
10 and appropriate application to the Board to remove the  
11 conditions and if the Board rules in our favor as to  
12 any of the conditions then we would abide by whatever  
13 the Board says.

                                  \*                                  \*                                  \*

11       "Ms. Helwick: Then you will abide by the conditions  
12 unless and until the Board rules otherwise.

13       "Ms. Thompson: Absolutely."

14 As the April 8th letter makes plain, University was willing to  
15 accept a number of CBG's proposed language changes; however,  
16 the requirement that the University obtain a protective order was  
17 completely contrary to the parties' agreement and University was  
18 unwilling to accept that requirement.

19  
20       4. On April 22nd, Mr. Hirsch called Ms. Helwick to  
21 inform the University that CBG was unwilling to sign our April 8th  
22 stipulation and that the matter would have to be resolved by the  
23 Board.

24  
25       5. University submits that prior to the November  
26 inspection CBG represented that it was willing to accept restricted  
27 use of the photographs in return for which the University agreed  
28 to permit the inspection and photographing. At the February 9th

1 meeting, the parties agreed to specific conditions for the release  
2 of the photographs. Those conditions were to be fully effective  
3 upon the execution of a written stipulation, although a party  
4 could subsequently seek to modify or rescind any of the terms.

5  
6 CBG appears now to be claiming the right to unconditional  
7 use of the photographs and would require that University move the  
8 Board at this time for a protective order to make permanent those  
9 conditions agreed upon by the parties that are to govern release  
10 and use of the photographs. In sum, CBG unilaterally dishonors  
11 all of its previous agreements on this subject.

12  
13 6. Quite aside from the fact that CBG's position is  
14 grounded on an inexcusable evasion of an agreement fairly made  
15 with University, there exists no compelling interest supporting the  
16 unconditional release of the photographs as proposed by CBG.  
17 University submits that there is nothing in its proposed conditions  
18 that would in any way inhibit CBG in the preparation and presenta-  
19 tion of its case to the Board. Indeed, CBG has never advanced such  
20 an argument. According to its April 26th memorandum to the Board,  
21 the sole support CBG finds for its position is its allegation that  
22 the University's policies with respect to photographing at the  
23 facility have been applied selectively, to the disadvantage of CBG.  
24 More specifically, CBG argues that University has "routinely . . .  
25 permitted unrestricted photographing at the facility" by the media  
26 and, presumably, the set of photographs taken by CBG are no  
27 different than those which the media have been permitted to take.  
28 CBG's allegation is baseless.

1           Until recently, University's general policy was to  
2 accommodate all reasonable requests of the media and others for  
3 photographs (or film) of the facility. The photographing was  
4 always supervised by an NEL staff member who made sure that  
5 certain features of the facility were not captured on film. For  
6 obvious reasons the staff member did not identify in advance all  
7 of the facility features that were not to be photographed. But  
8 because the news media invariably sought photographs of general  
9 viewer interest, usually the rather standard views of the reactor  
10 and the control console, the matter seldom needed to be discussed.  
11 So long as the photographer did not attempt to take pictures of  
12 proscribed features or equipment, or attempt a detailed photo-  
13 graphic tour of the facility, he was permitted to photograph  
14 what he needed.

15  
16           In August, 1981, University put into effect a more  
17 restrictive policy on photographing in the facility. The policy  
18 was adopted partly in response to the large number of such  
19 requests that were being received and partly due to the adversarial  
20 nature of the proceedings.

21  
22           7. The 194 photographs (214, including the photographs  
23 to be retaken) taken by CBG during the November inspection repre-  
24 sents a situation altogether different from any filming or  
25 photographing done by the news media. During the inspection  
26 University submitted to a thoroughly detailed and extensive  
27 photographic probing, unlike anything that had been attempted  
28 previously. On those 214 photographs is captured every area in



1 and around the facility; nearly every entrance or exit door; every  
2 route or pathway through the facility; and many critical conduits,  
3 electronic devices and equipment -- essentially a "photographic  
4 map" of the facility. University recognizes that there are  
5 individuals and groups, some of whom can be expected to be  
6 sympathetic to CBG's cause, who regard university campuses as  
7 appropriate settings for experiments in civil disobedience. For  
8 such people these 194 photographs represent blueprints for  
9 mischief. If these photographs are released to the public domain  
10 the security of the facility would be irreparably compromised.  
11

12           University is particularly concerned about CBG's efforts  
13 to achieve a broader circulation of this set of photographs than  
14 is required for these proceedings, because in the past CBG  
15 representatives have not hesitated to discuss security-sensitive  
16 matters openly with the press. As just one example, CBG repre-  
17 sentatives have been quoted repeatedly in the press and have  
18 published letters claiming that there is "bomb-grade uranium" at  
19 the facility and that that uranium is highly vulnerable to theft.  
20 Notwithstanding that such statements are patently false, in a  
21 media area as large as Los Angeles, repeating such inflammatory  
22 statements often enough and loud enough might eventually tempt  
23 some individual or group to commit some criminal act. Moreover,  
24 because of the subject matter involved, University cannot adequately  
25 respond in the press to this kind of allegation.  
26

27           8. Before a broader circulation of the photographs in  
28 dispute is permitted, University submits that CBG should be

1 required to make a showing with good cause why it is necessary or  
2 appropriate. The conditions proposed in University's April 8th  
3 stipulation are reasonable in view of University's legitimate  
4 security concerns. The only argument for broader circulation of  
5 the photographs put forth by CBG suggests that its real interest  
6 is in creating additional publicity for its cause. However,  
7 neither University nor Board can be required to provide assistance  
8 if CBG prefers to promote its cause before the news media rather  
9 than presenting its case to the Board.

10

11 University respectfully requests that the Board adopt  
12 as permanent the conditions of University's April 8th stipulation.

13

14 Dated: May 3, 1982

15

16

DONALD L. REIDHAAR  
GLENN R. WOODS  
CHRISTINE HELWICK

17

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19

By W H Cormier  
William H. Cormier  
UCLA Representative

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21

THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA

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THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA



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February 18, 1982

Dorothy Thompson  
Attorney at Law  
Greenwald & Greenwald  
6300 Wilshire Boulevard, 12th Floor  
Los Angeles, California 90048

Re: UCLA Nuclear Energy Laboratory

Dear Dorothy:

Enclosed please find the original and one copy of the signed Stipulation As To Release Of Photographs discussed at our meeting of February 9, 1982.

Please sign where indicated and pass on to Mr. Hirsch for signature. By copy of this letter I am requesting Mr. Hirsch to return the Stipulation to me, so that I can arrange to have it filed in this proceeding, and then to have the negatives released to you.

If you have any questions, you may contact me at the above number, or you may call Bill Cormier directly at the UCLA campus.

Sincerely,

*Christine Helwick*  
Christine Helwick

Enc.

cc: D. Hirsch, w/enc.  
W. Cormier, w/enc. ✓

U.C.L.A.  
CHANCELLOR'S OFFICE  
1982 FEB 19 AM 9:29

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6 UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

7 BEFORE THE ATOMIC SAFETY AND LICENSING BOARD  
8

9 In the Matter of ) Docket No. 50-142  
10 THE REGENTS OF THE UNIVERSITY ) (Proposed Renewal of  
OF CALIFORNIA ) Facility License  
11 ) Number R-71)  
(UCLA Research Reactor) ) February 18, 1982  
12 \_\_\_\_\_ )  
13  
14

15 STIPULATION AS TO RELEASE OF PHOTOGRAPHS

16 On November 17, 1981, during a testing and  
17 inspection tour of the UCLA Nuclear Energy Laboratory (NEL)  
18 facility by the Committee to Bridge the Gap (CBG), the  
19 University, in accordance with its prior agreement with CBG,  
20 permitted CBG representatives to take approximately 215  
21 photographs of the laboratory facility and its equipment.  
22 Because of the University's concern that the release of a  
23 large number of photographs of the NEL facility would risk  
24 compromising the security of the facility, the University  
25 permitted the photographing to occur only on condition that  
26 the University would take custody of the undeveloped film at

1 the conclusion of the inspection and that the matter of  
2 release of any or all of the developed photographs would be  
3 the subject of further discussions of the parties. As a  
4 result of discussions which occurred principally on  
5 February 9, 1982, CBG and the University have agreed to  
6 stipulate as follows:

7  
8 1. The University agrees to release to CBG the  
9 color negatives for all but twenty-one (21) of the 215  
10 photographs taken by CBG on November 17, 1981. The University  
11 objects to release of the twenty-one (21) photographs on  
12 security and relevancy grounds and those twenty-one (21)  
13 photographs are in no way part of the subject matter of this  
14 stipulation.

15  
16 2. CBG agrees that the negatives of the 194  
17 photographs which the University agrees to release and any  
18 prints made from those negatives, or any duplicates,  
19 reproductions, or copies of the prints or negatives  
20 (hereinafter, the "photographs") will be used only by CBG, its  
21 officers and technical consultants, in the preparation of  
22 evidence for the hearing in the above-captioned proceeding, or  
23 in any motions or pleadings incident thereto, and that CBG  
24 will exercise control over each and every one of the  
25 photographs sufficient to insure that the photographs are not  
26 viewed, examined, copied in any way, possessed nor otherwise

1 used by any governmental agency other than the NRC, any  
2 representatives of any of the various news media, or any other  
3 persons not a party to this proceeding. CBG acknowledges that  
4 all right, title, and interest in the photographs rests in the  
5 University at all times and that the University has granted  
6 CBG conditional use of the photographs for the sole purpose of  
7 enabling CBG to fully present its case before the Atomic  
8 Safety and Licensing Board ("ASLB") in the pending proceeding  
9 and CBG's sole purpose in acquiring the photographs is to be  
10 able to fully present its case before the ASLB.

11  
12 3. CBG agrees to return to the University each and  
13 every such photograph (which includes all negatives, prints,  
14 duplicates and reproductions) in its possession or control  
15 within seven (7) days after the conclusion of the hearing in  
16 this matter or within seven (7) days after receiving the  
17 determination of the ASLB that the entire proceedings be  
18 dismissed, notwithstanding that, at the conclusion of the  
19 hearing or upon the determination that the proceedings be  
20 dismissed matters may still be pending, decisions may not yet  
21 be final, or appeals may be taken. Upon the return of the  
22 photographs to the University, the University agrees to  
23 safeguard the photographs and, subject to reasonable  
24 conditions, to again make them available to CBG in the event  
25 they are required for any evidentiary proceedings that occur  
26 subsequent to the initial hearing in this matter.

1           4.    CBG agrees that in the event that it uses any  
2   or all of the photographs in support of any of its written  
3   pleadings or testimony in this proceeding, none of the  
4   photographs to be so used will be submitted as part of such  
5   written pleadings or testimony but instead all such  
6   photographs will be submitted in a separately captioned  
7   document denominated "Photographic Exhibits Submitted in  
8   Support of . . . (title of pleading)", or some equivalent  
9   description, which document will be referred to as the  
10   "exhibits document." Each "exhibits document" will be served  
11   together with the pleading to which it pertains only on the  
12   parties to the proceeding and the ASLB; as to all other  
13   persons or entities, CBG agrees to exercise the control over  
14   the photographs contained in each such "exhibits document"  
15   required by paragraph 2, above, until the University has had  
16   at least thirty (30) days to determine whether to apply to  
17   exclude those photographs from public disclosure. The thirty  
18   (30) day waiting period shall also apply to service of any  
19   "exhibits document" on the Chief of the Docketing and Service  
20   Section of the NRC. In the event the University does make  
21   application to exclude from public disclosure photographs  
22   contained in an "exhibits document" within the thirty (30) day  
23   period, CBG will continue to exercise the control required by  
24   paragraph 2, above, until such application is finally  
25   determined by the NRC or the ASLB and CBG agrees to exercise  
26

1 the same control thereafter consistent with the determination  
2 of the NRC or the ASLB.

3  
4 5. University agrees that in executing this  
5 stipulation CBG has not waived any rights it may have to apply  
6 to the ASLB to have any or all of the conditions of this  
7 stipulation removed or to argue for public disclosure in the  
8 event that the University seeks an exemption or order which  
9 would prevent public disclosure of any or all of the  
10 photographs. CBG agrees to abide by each of the terms of this  
11 stipulation unless and until the ASLB modifies or rescinds the  
12 term, in which case CBG will continue to abide by all  
13 remaining terms and will abide by the modified or rescinded  
14 term as modified or rescinded.

15 //

16 //

17 //



1                   6. Both CBG and the University understand that in  
2 the event that any term of this stipulation is breached by one  
3 of the parties, application may be made by the other party to  
4 the ASLB for appropriate orders or sanctions.  
5

6                   ACKNOWLEDGED AND ACCEPTED:  
7

8                   COMMITTEE TO BRIDGE THE GAP  
9

THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA

10                   \_\_\_\_\_  
11 Daniel Hirsch, President

Christine Helwick  
Christine Helwick, Attorney

12                   \_\_\_\_\_  
13                   Date

FEBRUARY 18, 1982  
Date

14                   \_\_\_\_\_  
15 Dorothy Thompson, Attorney

16                   \_\_\_\_\_  
17                   Date  
18  
19  
20  
21  
22  
23  
24  
25  
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THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA



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Please Refer to  
File No.

COPY

ATTACHMENT B

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April 8, 1982

Mr. Daniel Hirsch  
Committee to Bridge the Gap  
1637 Butler Avenue, Room 203  
Los Angeles, California 90028

1002 APR - 9 AM 9 36

Re: Stipulation as to Release of Photographs

Dear Mr. Hirsch:

I was surprised on March 24 to receive your letter dated March 12 (postmarked March 20), enclosing a complete revision of the stipulation regarding the release of photographs in this matter under the guise of "some minor language modifications." Contrary to your statement that these "modifications" bring the stipulation closer to the actual agreement reached between the parties, what they do, in fact, is gut that agreement and replace it with something entirely different.

Specifically, it was agreed before the photographs were taken, and confirmed again at the conference you and I attended on February 9, that the photographs were to be released only upon the condition that you would limit their use and dissemination unless and until such time as you were successful in persuading the Board that the limitations imposed by the University were inappropriate. There was never any discussion along the lines of your redraft, that the conditions under which the photographs were to be released to you were temporary and subject to the University's obtaining a protective order to make them permanent.

Mr. Daniel Hirsch  
April 8, 1982  
Page 2

Specifically, I would call to your attention the following exchange which I had with your attorney, Dorothy Thompson, at the February 9 meeting concerning the release of photographs, which I have excerpted from our tapes of that meeting:

"Ms. Thompson: We are prepared to accept your conditions with the following provisos: that we have them in writing so that it is clearly understood between everybody as to exactly what those conditions are; and, secondly, that we reserve the right to go to the Board with an objection regarding the conditions and an appropriate application to the Board to remove the conditions and if the Board rules in our favor as to any of the conditions then we would abide by whatever the Board says.

\* \* \*

"Ms. Helwick: Then you will abide by the conditions unless and until the Board rules otherwise.

"Ms. Thompson: Absolutely."

To place the burden on the University at this late date to go to the Board with respect to the terms and conditions governing the release of photographs taken during your inspection is contrary to the discovery rules governing this procedure and all agreements that we had with you regarding the taking of those photographs in the first place. Accordingly, we cannot sign your redraft of the stipulation in this matter.

We are, however, willing to accept some language changes you have proposed from the original stipulation, which we have incorporated in the new stipulation enclosed. Specifically, the enclosed stipulation contains the following changes from the earlier version sent to you on February 18:

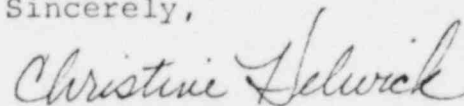
<u>Page</u>	<u>Line</u>	<u>Change</u>
2	21	Add the word "attorneys" after the word "officers."
3	10	Change "before the ASLB" to "as intervenor in the above-captioned proceeding."

Mr. Daniel Hirsch  
April 8, 1982  
Page 3

- |   |    |   |
|---|----|---|
| 4 | 11 | Eliminate "together with the pleading to which it pertains".  |
| 4 | 16 | Add "from the date of service of such document" after the word "days."  |
| 5 | 6  | Add "the NRC or a court of competent jurisdiction" after "ASLB."  |
| 5 | 10 | Add "and University" after "CBG"; and change "agrees" to "agree."   |
| 5 | 11 | Add "the NRC or a court of competent jurisdiction" after "ASLB."  |
| 5 | 12 | Add "and University" after "CBG."   |
| 6 | 1  | Add a new item 6 as follows: "Subject to the conditions contained herein, University agrees to release the photographs to CBG within seven calendar days of the execution of this stipulation."; change the number of existing item 6 to 7. |

Again, I am enclosing a signed original stipulation and am hopeful that you will execute and return the same promptly, so that we can get on with the release of the photographs without further ado.

Sincerely,



Christine Helwick

Enc.

cc: Dorothy Thompson  
William Cormier

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2  
3 UNITED STATES OF AMERICA  
4 NUCLEAR REGULATORY COMMISSION

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(UCLA Research Reactor) ) February 18, 1982  
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10  
11 STIPULATION AS TO RELEASE OF PHOTOGRAPHS

12  
13 On November 17, 1981, during a testing and  
14 inspection tour of the UCLA Nuclear Energy Laboratory (NEL)  
15 facility by the Committee to Bridge the Gap (CBG), the  
16 University, in accordance with its prior agreement with CBG,  
17 permitted CBG representatives to take approximately 215  
18 photographs of the laboratory facility and its equipment.  
19 Because of the University's concern that the release of a  
20 large number of photographs of the NEL facility would risk  
21 compromising the security of the facility, the University  
22 permitted the photographing to occur only on condition that  
23 the University would take custody of the undeveloped film at  
24 the conclusion of the inspection and that the matter of  
25 release of any or all of the undeveloped photographs would be  
26 the subject of further discussions of the parties. As a  
result of discussions which occurred principally on

1 February 9, 1982, CBG and the University have agreed to  
2 stipulate as follows:  
3

4 1. The University agrees to release to CBG the  
5 color negatives for all but twenty-one (21) of the 215  
6 photographs taken by CBG on November 17, 1981. The University  
7 objects to release of the twenty-one (21) photographs on  
8 security and relevancy grounds and those twenty-one (21)  
9 photographs are in no way part of the subject matter of this  
10 stipulation.  
11

12 2. CBG agrees that the negatives of the 194  
13 photographs which the University agrees to release and any  
14 prints made from those negatives, or any duplicates,  
15 reproductions, or copies of the prints or negatives (herein-  
16 after, the "photographs") will be used only by CBG, its  
17 officers, attorneys, and technical consultants, in the  
18 preparation of evidence for the hearing in the above-captioned  
19 proceeding, or in any motions or pleadings incident thereto,  
20 and that CBG will exercise control over each and every one of  
21 the photographs sufficient to insure that the photographs are  
22 not viewed, examined, copied in any way, possessed or  
23 otherwise used by any governmental agency other than the NRC,  
24 any representatives of any of the various news media, or any  
25 other persons not a party to this proceeding. CBG  
26 acknowledges that all right, title, and interest in the

1 photographs rests in the University at all times and that the  
2 University has granted CBG conditional use of the photographs  
3 for the sole purpose of enabling CBG to fully present its case  
4 before the Atomic Safety and Licensing Board ("ASLB") in the  
5 pending proceeding and CBG's sole purpose in acquiring the  
6 photographs is to be able to fully present its case as  
7 intervenor in the above-captioned proceeding.  
8

9 3. CBG agrees to return to the University each and  
10 every such photograph (which includes all negatives, prints,  
11 duplicates and reproductions) in its possession or control  
12 within seven (7) days after the conclusion of the hearing in  
13 this matter or within seven (7) days after receiving the  
14 determination of the ASLB that the entire proceedings be  
15 dismissed, notwithstanding that, at the conclusion of the  
16 hearing or upon the determination that the proceedings be  
17 dismissed matters may still be pending, decisions may not yet  
18 be final, or appeals may be taken. Upon the return of the  
19 photographs to the University, the University agrees to  
20 safeguard the photographs and, subject to reasonable  
21 conditions, to again make them available to CBG in the event  
22 they are required for any evidentiary proceedings that occur  
23 subsequent to the initial hearing in this matter.  
24

25 4. CBG agrees that in the event that it uses any  
26 or all of the photographs in support of any of its written



1 pleadings or testimony in this proceeding, none of the  
2 photographs to be so used will be submitted as part of such  
3 written pleadings or testimony but instead all such  
4 photographs will be submitted in a separately captioned  
5 document denominated "Photographic Exhibits Submitted in  
6 Support of (title of pleading)", or some equivalent  
7 description, which document will be referred to as the  
8 "exhibits document." Each "exhibits document" will be served  
9 only on the parties to the proceeding and the ASLB; as to all  
10 other persons or entities, CBG agrees to exercise the control  
11 over the photographs contained in each such "exhibits  
12 document" required by paragraph 2 above, until the University  
13 has had at least thirty (30) days from the date of service of  
14 such document to determine whether to apply to exclude those  
15 photographs from public disclosure. The thirty (30) day  
16 waiting period shall also apply to service of any "exhibits  
17 document" on the Chief of the Docketing and Service Section of  
18 the NRC. In the event the University does make application to  
19 exclude from public disclosure photographs contained in an  
20 "exhibits document" within the thirty (30) days period, CBG  
21 will continue to exercise the control required by paragraph 2,  
22 above, until such application is finally determined by the NRC  
23 or the ASLB and CBG agrees to exercise the same control  
24 thereafter consistent with the determination of the NRC or the  
25 ASLB.  
26



1           5. University agrees that in executing this  
2 stipulation CBG has not waived any rights it may have to apply  
3 to the ASLB, the NRC or a court of competent jurisdiction, to  
4 have any or all of the conditions of this stipulation removed  
5 or to argue for public disclosure in the event that the  
6 University seeks an exemption or order which would prevent  
7 public disclosure of any or all of the photographs. CBG and  
8 University agree to abide by each of the terms of this  
9 stipulation unless and until the ASLB, the NRC or a court of  
10 competent jurisdiction modifies or rescinds the term, in which  
11 case CBG and University will continue to abide by all  
12 remaining terms and will abide by the modified or rescinded  
13 term as modified or rescinded.  
14

15           6. Subject to the conditions contained herein,  
16 University agrees to release the photographs to CBG within  
17 seven (7) calendar days of the execution of this stipulation.

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7. Both CBG and the University understand that in the event that any term of this stipulation is breached by one of the parties, application may be made by the other party to the ASLB for appropriate orders or sanctions.

ACKNOWLEDGED AND ACCEPTED:

COMMITTEE TO BRIDGE THE GAP

THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA

Daniel Hirsch, President

Christine Helwick  
Christine Helwick, Attorney

Date

April 8, 1982  
Date

Dorothy Thompson, Attorney

Date

1 UNITED STATES OF AMERICA  
2 NUCLEAR REGULATORY COMMISSION

3 BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

4 In the Matter of )

5 THE REGENTS OF THE UNIVERSITY )  
6 OF CALIFORNIA )

7 (UCLA Research Reactor) )  
8

Docket No. 50-142  
(Proposed Renewal of Facility  
License Number R-71)

9 CERTIFICATE OF SERVICE

10 I hereby certify that copies of the attached:  
11 MEMORANDUM CONCERNING DISPOSITION OF THE PHOTOGRAPHS

12 in the above-captioned proceeding have been served on the  
13 following by deposit in the United States mail, first class,  
14 postage prepaid, addressed as indicated, on this date: May 3,  
15 1982.

16 John H. Frye, III, Chairman  
17 Administrative Judge  
18 ATOMIC SAFETY AND LICENSING BOARD  
19 U.S. Nuclear Regulatory Commission  
20 Washington, D.C. 20555

Mr. Daniel Hirsch  
Cte. to Bridge the Gap  
1637 Butler Avenue, #203  
Los Angeles, Calif. 90025

21 Dr. Emmeth A. Luebke  
22 Administrative Judge  
23 ATOMIC SAFETY AND LICENSING BOARD  
24 U.S. Nuclear Regulatory Commission  
25 Washington, D.C. 20555

Mr. John Bay, Esq.  
3755 Divisadero #203  
San Francisco, CA 94123

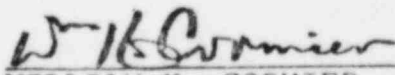
26 Dr. Oscar H. Paris  
27 Administrative Judge  
28 ATOMIC SAFETY AND LICENSING BOARD  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555

Mr. Daniel Hirsch  
Box 1186  
Ben Lomond, CA 95005

Counsel for the NRC Staff  
OFFICE OF THE EXECUTIVE LEGAL DIRECTOR  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555

Nuclear Law Center  
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6300 Wilshire Blvd. #1200  
Los Angeles, CA 90048

Chief, Docketing and Service Section  
OFFICE OF THE SECRETARY  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555

  
WILLIAM H. CORMIER  
UCLA Representative

THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA