

October 31, 1996

Mr. Robert A. Fenech
Vice President, Nuclear Operations
Consumers Power Company
27780 Blue Star Memorial Highway
Covert, MI 49043-9530

SUBJECT: COMPUTER ACCESS AND OPERATING AGREEMENT
BIG ROCK POINT NUCLEAR PLANT
DOCKET NO. 50-155

Dear Mr. Fenech:

Enclosed for your records is one original copy of the signed Computer Access and Operating Agreement between Consumers Power Company and the Nuclear Regulatory Commission (NRC).

Please contact me at 630/829-9653 if there are any questions.

Sincerely,

Original signed by

Bruce A. Berson
Regional Counsel

Docket No.: 50-155

Enclosure: As stated

cc w/o enc: P. M. Donnelly, Big Rock Point
Plant Manager

bcc w/enc: L. Miller, RIII
R. Leemon, SRI
M. Siemien, OGC

Distribution:
Docket File w/encl
PUBLIC w/encl

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OFFICE	RIII <i>bb</i> <i>E</i>						
NAME	Berson/jr						
DATE	10/31/96						

OFFICIAL RECORD COPY

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Computer Access and Operating Agreement

This Agreement is made between the NUCLEAR REGULATORY COMMISSION (NRC) and Consumers Power Company (CPCo) for the purpose of providing the NRC with access to certain of CPCo's computer data bases.

WHEREAS, CPCo desires to enhance the NRC's ability to perform its regulatory functions with respect to the Big Rock Point Plant by providing the NRC with access to certain computer hardware, software, and data bases owned by CPCo and under CPCo's control so that data needed for NRC inspection activities may be electronically accessed in a timely manner; and

WHEREAS, CPCo is willing to make available to NRC certain computer hardware, software, and data bases as appropriate or otherwise necessary for 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, CPCo will only make available and maintain for NRC's Resident Inspector's office at Big Rock Point a personal computer and associated hardware connected to the Big Rock Point Local Area Network (LAN), and the following software and data bases, to the extent necessary for the NRC to access CPCo information that the NRC requires to fulfill its regulatory responsibilities:
 - a. Basic office automation tools including, but from time to time not limited to, ZYINDEX, CC:MAIL, and WORD PERFECT as can be accessed on the Big Rock Point LAN.
 - b. Big Rock Point equipment and maintenance data bases in MS ACCESS as can be accessed on the Big Rock Point LAN.
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. However, NRC will have the capability to print and/or to save to computer data storage devices such data as may be retrievable from the above data bases.
3. CPCo 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 Regulations, i.e., in a paper format and processed according to NRC's normal docketing procedures.

4. NRC acknowledges that all data and any hard copy printouts of such data made available to NRC pursuant to this Agreement are "owned" and under the "control" of CPCo, and NRC will treat such information as proprietary to CPCo unless determined otherwise. However, any data which the NRC reduces to hard copy printout, or transfers to a computer or other electronic storage medium, in an NRC Resident Inspector's office, is considered an agency record under Federal law. In the event that a request is received by the NRC for any CPCo information residing on NRC computer data storage devices or in NRC's possession, in hard copy or electronic form, prior to any public release, NRC will provide CPCo the opportunity to request that the information be withheld from public disclosure based upon its proprietary nature by executing an affidavit in accordance with agency regulations, 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 this Agreement.

CONSUMERS POWER COMPANY

DATE

By: _____



Robert A. Fenech

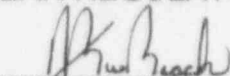
Vice President, Nuclear Operations

10/21/96

NUCLEAR REGULATORY COMMISSION

DATE

By: _____



A. Bill Beach

Regional Administrator, Region III

10/30/96