

AFFIDAVIT

I, Zinovy Volf Reytblatt, depose and say:

1. I am a citizen of the U.S.A. I am the Chairman of the Department of Mathematics and Computer Science at Warren Wilson College, North Carolina. I reside at Warren Wilson College in Swannanoa, NC 28778.
2. On May 5, 1983, I attended a meeting with Messrs. A. Arndt and E. Shomaker of NRC in the office of Mr. Shomaker in Bethesda, Maryland. The objective of the meeting was arrangement for proper consideration of a proprietary document "Containment Leak Rate Testing Requirements" portions of which that were not identical to the ANSI/ANS-56.8-1981 Standard under the same title, were claimed to be my property.
3. During the meeting, I was asked by Mr. Arndt if I had objections against my document being reviewed by the Oak Ridge National Laboratory (ORNL).
4. I explained to Messrs. Arndt and Shomaker that I was having a dispute with ORNL, and should the dispute terminate satisfactorily I would send the document to ORNL myself for their comments.
5. Mr. Arndt said that earlier he knew nothing about my subcontract with ORNL. He expressed his best wishes in successful termination of a dispute, because Mr. Naus of ORNL had called him recently and complained that the Pages 18 through 22 of my "Critique" prepared for ORNL in fulfillment of my subcontract, were missing.
6. I informed Mr. Arndt that I already had sent Pages 18,19 to ORNL and that two remaining pages would not be sent to ORNL until either the dispute has been solved or my proprietary document "Containment System Leak Rate Testing Requirements" has been acquired by NRC or by a third party.
7. I explained to Messrs. Arndt and Shomaker that sending these two pages to ORNL would transfer into the public domain a very important method of determining the weight coefficients thereby diminishing substantially the innovation aspect of my proprietary "Testing Requirements." Once an idea is in a public domain, it can not be purchased by a US Federal Agency.
8. I explained to Messrs. Arndt and Shomaker that sending my proprietary document to ORNL prior the resolution of my conflict with ORNL, would reveal the contents of two pages being withheld from ORNL to the degree that ORNL would not need these pages, and, therefore, would not have to negotiate in good faith with me, thereby depriving me of a just indemnation.
9. For these reasons, I emphatically requested that my proprietary "Testing Requirements" not be sent to ORNL without my prior written permission, thus reinstating and confirming my earlier position stated in the Exh. E, "Permission" of the package sent to Mr. Arndt of NRC on April 7, 1983.
10. Messrs. Arndt and Shomaker acknowledged understanding of my position. They promised not to send my proprietary document to ORNL without prior seeking my written permission. However, Mr. Shomaker explained to me that I would have to

sign an agreement with the NRC that would allow NRC to send my proprietary "Testing Requirements" to any reviewer providing that there is no conflict of interests. He invited me to reveal the organizations that possibly fall into such category.

11. I cited two organizations: (1) ORNL, and (2) Sargent & Lundy. I added that Sargent & Lundy was singled out for the simple reason that I had been affiliated with it until recently. I reiterated that there was a conflict of interest with ORNL.

12. Messrs. Arndt and Shomaker reiterated their promise not to send my "Testing Requirements" to ORNL unless I provide a written permission to do so.

13. I am familiar with the notes of the same meeting, prepared by Messrs. Arndt and Shomaker. These notes were made available to me in 1984. These notes contain a mark "v" in a column referring to my consent to send my proprietary "Testing Requirements" to ORNL for review. In light of my above deposition, I insist that any interpretation of this mark "v" as an unconditional consent is fraudulent.

Z. Reytblatt

ZINOVY VOLF REYTBLETT

April 16, 1985

*This is to certify that Mr. Zinovy Volf Reytblatt, known to me
and in my presence, signed the foregoing affidavit.*

David C. Beebe
Notary Public

*my Commission expires
April 29, 1985*