

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

August 30, 1985

DOCKETED  
USNRC

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OFFICE OF SECRETARY  
DOCKETING & SERVICE  
BRANCHDan Hirsch  
3489 Branciforte Drive  
Santa Cruz, CA 95065In the Matter of  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
(UCLA Research Reactor)  
Docket No. 50-14202  
(Proposed Renewal of Facility License)

Dear Mr. Hirsch:

We have reviewed your proposed settlement agreement dated June 23, 1985 which you provided to us and Mr. Cormier. I am hereby providing our comments on your proposals which concern or affect NRC, and a marked-up copy of your draft agreement.

Although Mr. Gray indicated to you that in principle the staff would not be adverse to the continuation of authorization for UCLA to possess the reactor and radioactive materials through a Licensing Board order rather than licenses if licenses were not needed, our further research leads us to believe that, as long as UCLA is in possession of a utilization facility and radioactive material attendant to that facility, it is statutorily required to have a utilization facility license and materials licenses. 1/ UCLA is

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1/ NRC Reg. Guide 1.86 indicates:

A licensee having a possession-only license must retain, with the Part 50 license, authorization for special nuclear material (10 CFR Part 70, "Special Nuclear Material"), by-product material (10 CFR Part 30, "Rules of General Applicability to Licensing of By-product Material"), and source material (10 CFR Part 40, "Licensing of Source Material"), until the fuel, radioactive components, and sources are removed from the facility. Appropriate administrative controls and facility requirements are imposed by the Part 50 license and the technical specifications to assure that proper surveillance is

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required by Sections 101, 53, and 81 of the Atomic Energy Act <sup>2/</sup> as well as Parts 50, 30, and 70 of Title 10 of the Code of Federal Regulations to be licensed to possess and to transfer a reactor, <sup>3/</sup> byproduct material, and special nuclear material. Thus, we would suggest that sections 1.1 and 1.3 of your proposed agreement which indicate immediate termination of license should be modified to reflect continuation of a Part 50 license to possess the reactor and Parts 30 and 70 licenses to possess byproduct and special nuclear material until reactor dismantlement and disposal is completed. <sup>4/</sup> Although we do not fully understand your concern about continuation of a limited "possession only" license, it may be possible to have conditions and provisions in such a license that would alleviate your concerns.

Section 1.4.1, sentence one, is also unacceptable to NRC Staff since we cannot agree to divest the authority conferred by the Atomic Energy Act. We recommend that you delete the words "and the NRC Staff shall not accept" in the first sentence of Section 1.4.1.

In Section 1.4.2.a., the definition of "The Reactor" as an Argonaut-type reactor, which you later propose in Section 1.4.2.b. as a type which UCLA would be barred from constructing in the future, effectively makes the withdrawal with prejudice as we explained previously in telephone discussions. The Staff for its part can see no basis for a withdrawal with prejudice and would suggest that in Sections 1.4.2.a. the words "and any reactor at that location utilizing an Argonaut-type design" should be deleted. Similarly, in Section 1.4.2.b. the words "shall not include an Argonaut-type reactor nor" should be deleted.

Additionally, Section 1.4.4 proposes an even broader sanction, precluding UCLA from ever applying for a license for any reactor on the UCLA campus. Because the Staff sees no basis for such a sanction under the Commission's caselaw or regulations the Staff would not agree to this provision.

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(FOOTNOTE CONTINUED FROM PREVIOUS PAGE)

performed and that the reactor facility is maintained in a safe condition and not operated.

<sup>2/</sup> 42 U.S.C. 2131, 2073, and 2111.

<sup>3/</sup> A "reactor" is defined by 10 C.F.R. § 50.2(k) as an apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction.

<sup>4/</sup> Although UCLA intends to transfer the Pu-Be source to a state license, until this is done, they must retain the Part 70 license.

In Section 2.1, the Staff would not agree to divest itself of its authority to issue orders modifying or extending authority granted for dismantlement and disposal. The sentence "This authority ... all the parties" in Section 2.1 should be deleted.

Sections 2.3, 2.4 and 2.5 would impose requirements and time deadlines on UCLA actions and would not directly affect the NRC. The Staff has no view on the reasonableness of these provisions directed to UCLA.

In Section 2.6.1 the words "5 microrem" and "10 millirem" should be prefaced with the words "greater than" [to read "greater than 5 microrem" etc.] to comport with the words of Reg. Guide 1.86.

The Staff does not agree with proposed Section 2.7.1 because it does not provide for the possibility that California may refuse to issue a license to possess byproduct material, and is otherwise unclear as to the intent. It would be better simply to add the words "except for the biological shield" to Section 2.7.

Section 2.8 is objectionable because NRC Staff cannot divest itself of its authority to issue orders pertinent to dismantling, disposal, and license termination. We suggest this section be modified to indicate agreement by University to complete dismantlement in 4 years.

As to proposed Section 3.1.1, the Staff knows of no regulatory basis for precluding UCLA from ever applying for a license for a new reactor at UCLA and questions whether the Staff has the authority to bind the NRC to such a sanction. The Staff thus would not agree to such sanction as proposed in Section 3.1.1.

Section 3.2 could be subject to NRC regulations in that there could be personnel exposures involved or the graphite might be "byproduct material." We suggest you add the words, "according to NRC regulations" to this sentence.

In Section 4.3, the words "as long as funding is available for the LPDR program" should be inserted in the first sentence after "local public document room" in order to recognize that the LPDR can be maintained only so long as there is funding for them.

The Staff cannot agree to Section 4.4 because it would divest the Staff of its authority to act based on actions or omissions of another party. This section should be deleted.

In Section 8, the words "Region V" should be deleted since the Regions do not maintain service lists as do NRR and OELD.

In Section 10, the words "unless required by law" should be added to the first sentence. Again, NRC cannot divest itself of its statutory authority

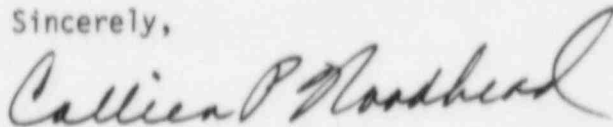
or obligations. Similarly, we suggest deletion of the last sentence in Section 10 so as to allow for the possibility of modification of the agreement through NRC or court action.

Section 12.3 is objectionable to Staff because the jurisdiction of state courts over NRC or activities authorized by the Atomic Energy Act is questionable.

In addition to our comments I am providing you with an outline of two alternative proposed board orders for your consideration which reflect (#1) your proposed agreement and (#2) UCLA's comments and counterproposals. You will note that we propose alternatives of renewing the license or tolling the expiration date of the license for a limited time.

We suggest that we arrange for a conference call among CBG, NRC Staff and UCLA for a line-by-line discussion of the proposed stipulation for the week of September 9. It would be helpful to have your written response to our proposed Board Order and to our comments and those of Mr. Cormier in his August 26, 1985 letter, prior to the conference.

Sincerely,



Colleen P. Woodhead  
Counsel for NRC Staff

Enclosure: As stated

cc w/ encl.: Mr. Kohn  
Mr. Hansell  
Mr. Bay  
Mr. Cormier  
Mr. Gray  
Mr. Thomas  
Mr. Berkow  
Mr. Bernard

UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

In the Matter of	)	
THE REGENTS OF THE UNIVERSITY OF	)	Docket No. 50-142
CALIFORNIA	)	
(UCLA Research Reactor)	)	(Proposed Renewal of Facility License)

MEMORANDUM AND ORDER PROPOSED BY  
THE PARTIES DISMISSING THE PROCEEDING

On September 30, 1985, the parties filed a joint stipulation and request for dismissal of this proceeding which we suspended after receiving a request from UCLA to withdraw its license renewal application because of its intent to seek an order authorizing dismantlement of the facility and termination of license pursuant to 10 CFR § 50.82.

The stipulation states that within 2 years, UCLA will dismantle and dispose of the internal components of the reactor as well as the external radioactive components (except for the holding tanks, primary water pumps and sump pumps), and within 4 years, UCLA shall have disposed or decontaminated all reactor components and equipment except for the biological shield. The parties also agreed to preservation of certain documents described in the stipulation and notice to CBG by UCLA of an intent to dispose of the documents, provision of graphite samples to CBG, continuing service of NRC and UCLA documents to CBG, continuation of the local public document room until completion of dismantlement, annual and special reports by UCLA to NRC describing dismantlement operations, and dissolution of our protective orders. In return for UCLA's commitments, CBG agrees to withdraw its petition to intervene in the dismantlement proceeding.

The parties request that we approve their stipulation, grant UCLA's request for withdrawal of the renewal application, dismiss this proceeding and order the present license, for "possession only" of the reactor, to remain in effect for not more than four years and solely for the purpose of dismantlement.

In consideration of the foregoing, it is this \_\_\_\_ of \_\_\_\_\_, 1985, ORDERED:

1. The parties' stipulation of September 30, 1985 is approved,
2. Our protective orders concerning safeguards information are vacated,
3. The expiration of License R-71 which is limited to possession and not operation of the UCLA Argonaut-UTR, is tolled until midnight September 30, 1989, solely to allow dismantlement.
4. UCLA's request to withdraw its application for license renewal is granted; and
5. This proceeding is dismissed.

FOR THE ATOMIC SAFETY  
AND LICENSING BOARD

\_\_\_\_\_  
John H. Frye, III, Chairman  
Administrative Judge

\_\_\_\_\_  
Emmeth Luebke  
Administrative Judge

\_\_\_\_\_  
Glenn O. Bright  
Administrative Judge

UNITED STATES OF AMERICA  
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CALIFORNIA	)	
(UCLA Research Reactor)	)	(Proposed Renewal of Facility License)

MEMORANDUM AND ORDER PROPOSED BY  
THE PARTIES DISMISSING THE PROCEEDING

On September 30, 1985, the parties filed a joint stipulation and request for dismissal of this proceeding which we suspended after receiving a request from UCLA to withdraw its license renewal application because of its intent to seek an order authorizing dismantlement of the facility and termination of license pursuant to 10 CFR § 50.82.

The stipulation states that within 3 years of NRC approval of the dismantlement plan, UCLA will dismantle and dispose of all reactor components and equipment except for the biological shield and components salvageable for other use. The parties also agreed to preservation of certain documents described in the stipulation, notice to CBG by UCLA of an intent to dispose of the documents, continuing service of NRC and UCLA documents to CBG, continuation of the local public document room until completion of dismantlement, and dissolution of our protective orders. In return for UCLA's commitments, CBG agrees to withdraw its petition to intervene in the dismantlement proceeding and a pending FOIA request for the UCLA security plan, and waives any discretionary right to intervene.



The parties request that we approve their stipulation, grant UCLA's request for withdrawal of the renewal application, dismiss this proceeding and order the present license, for "possession only" of the reactor, renewed for not more than four years and solely for the purpose of dismantlement.

In consideration of the foregoing, it is this \_\_\_\_ of \_\_\_\_\_, 1985, ORDERED:

1. The parties' stipulation of September 30, 1985 is approved,
2. Our protective orders concerning safeguards information are vacated,
3. License R-71, which is limited to possession and not operation of the UCLA Argonaut-UTR, and which provides no authority to possess special nuclear material, is renewed until midnight September 30, 1989, solely to allow dismantlement.
4. UCLA's request to withdraw its application for license renewal is granted; and
5. This proceeding is dismissed.

FOR THE ATOMIC SAFETY  
AND LICENSING BOARD

\_\_\_\_\_  
John H. Frye, III, Chairman  
Administrative Judge

\_\_\_\_\_  
Emmeth Luebke  
Administrative Judge

\_\_\_\_\_  
Glenn O. Bright  
Administrative Judge



*Marked-up copy*

SETTLEMENT AGREEMENT

This settlement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 1985, by and between the University of California (hereinafter "University"), the Committee to Bridge the Gap (hereinafter "CBG"), and the Staff of the U.S. Nuclear Regulatory Commission (hereinafter "NRC Staff"). This Agreement is entered into with reference to the following facts:

The University holds license R-71 from the U.S. Nuclear Regulatory Commission (hereinafter "NRC") for an Argonaut-type nuclear reactor located in Boelter Hall of the UCLA campus (hereinafter "the Reactor," which is more fully described and defined in Section 1.4.2.a) and for the possession of Special Nuclear Material (hereinafter "SNM") associated with the Reactor. On or about February 28, 1980, the University filed an application (hereinafter the "Application") for renewal of the license, which was to expire on or about March 30, 1980. On or about May 22, 1980, CBG filed a Petition for Leave to Intervene with the NRC challenging the license renewal.

CBG was granted leave to intervene by an NRC Atomic Safety and Licensing Board (hereinafter the "Board") on approximately twenty contentions and numerous subparts thereto. The parties hereto have actively litigated the University's Application and CBG's contentions thereon since that time. Evidentiary hearings were held on Contention II ("Wrong Class of License") and a series of contentions related to issues of inherent safety; evidentiary hearings as to security issues were scheduled to commence June 21, 1984. In the course of the litigation the Board adopted protective orders concerning certain photographs, documents, and information relating to security of the Reactor and its highly enriched uranium fuel.

On June 14, 1984, the University filed a request to withdraw its application, contingent upon two conditions: that the Reactor not operate again and that it be dismantled and its component parts disposed of according to an NRC-approved plan. CBG and the NRC Staff responded, each requesting certain additional conditions be attached to the license withdrawal. The Board suspended further proceedings on the license renewal while the Request for Withdrawal was considered, contingent upon certain actions being taken by the University to permanently disable the Reactor from operating and the offshipment of the Reactor's fuel.

The University requested modification of its license from the NRC such that it would be a possession only license; Staff subsequently amended the license to prohibit operation. By the

end of 1984, the University had shipped all of the Reactor fuel off the UCLA site.

On July 26, 1984, the University applied to the NRC for orders authorizing dismantlement of the Reactor and disposal of its component parts. On October 24, 1984, CBG filed a Petition for Leave to Intervene in the dismantlement proceedings.

Between mid-January and mid-February 1985, the University conducted preliminary dismantlement operations by removing the Reactor's central graphite island for radiation and Wigner energy measurements.

The parties propose to resolve issues and disputes between them in the licensing proceeding and in the dismantlement proceeding by entering into this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Application Withdrawal and License Termination

1.1 The Application for Renewal of License R-71 is withdrawn in its entirety upon the effective date of this Agreement. The Reactor shall not operate again and shall be dismantled and its component parts disposed of at a licensed radioactive waste disposal site (hereinafter "dismantled") as detailed below.

1.2 The withdrawal of the Application shall terminate in its entirety the license renewal proceeding before the Board (Docket 50-142).

1.3 The withdrawal of the Application and termination of the renewal proceeding shall be a final determination of the Application for the purposes of 10 Code of Federal Regulations 2.109. *License R-71 shall expire in its entirety four years from the date of the Board Order terminating the proceeding.* ~~and License R-71 shall expire in its entirety without possibility of revival, renewal, amendment, modification or extension.~~

1.4 The withdrawal of the Application and the expiration of License R-71 shall be without prejudice to the University's right to apply for a new license for the possession and/or operation of a new reactor, as defined in and subject to the provisions of Section 1.4.2 and 1.4.4 herein.

1.4.1 The University shall not make ~~and the NRC Staff shall not~~ ~~accept~~ any further application for a license to possess and/or operate the Reactor or to possess nuclear fuel for the Reactor. Any new license concerning the possession or operation of a new reactor shall not be in any way related to License R-71 and shall not be subject to the presumptions set forth in 10 CFR 2.109.

1.4.2 "The Reactor" and "a new reactor", as used in this Agreement, are defined as follows:

1.4.2.a. "The Reactor" is an Argonaut-type nuclear fission reactor located in Boelter Hall of the Los Angeles campus of the University of California. "The Reactor" shall include any nuclear fission reactor at that location using or reusing any of the components of the current reactor, ~~and any reactor at that location utilizing an Argonaut-type design.~~

1.4.2.b. "A new reactor" shall be any reactor other than "the Reactor", <sup>or</sup> ~~and shall not include an Argonaut-type reactor nor~~ a reactor using or reusing any of the components of "the Reactor."

1.4.3 These definitions are provided for the purpose of clarifying the conditions of dismantlement and prohibition on operation and entail no admission of any fact regarding the safety of the Argonaut-type design.

~~1.4.4 Failure to complete the dismantlement operations required by Section 2 within the time period set forth therein shall result in the withdrawal of the Application effected by this Agreement being deemed to be with prejudice to the University's right to apply for a license for the possession and/or operation of a new reactor on the UCLA campus.~~

## 2. Dismantlement, Decontamination and Disposal

2.1 Notwithstanding the provisions of Section 1 above, the University

shall be permitted to remain in possession of the Reactor components for the sole purpose of dismantlement, decontamination, and disposal of the Reactor components and only for the time periods specified below. ~~This authority and the deadlines associated thereto cannot be extended, amended, renewed or otherwise modified except by a written agreement signed by all the parties.~~

2.2 In no event shall the authorities maintained under Section 2.1 herein allow or purport to allow the University to, nor shall the University, acquire fuel for the Reactor.

2.3 Within two years of the effective date of this Agreement, the University shall dismantle and dispose of all internal components of the Reactor at a licensed disposal site. Internal components shall include, but not be limited to: fuel boxes and plugs; control blades, shrouds, and internal drive mechanisms; internal piping (excluding those portions of piping embedded in the concrete shield); the lead components and the graphite components.

2.4 Within two years of the effective date of this Agreement, the University shall also dismantle and dispose of all Reactor components external to the core that are radioactively contaminated, as defined in Section 2.6, excepting the holding tanks, primary water pumps, and sump pump. The University has indicated that the excepted components may be utilized in the further dismantling, decontamination and disposal process.

2.5 After two years of the effective date of this agreement, the University shall possess no Reactor components or other equipment, parts or material associated or formerly used in connection with the Reactor which are contaminated with radioactivity in excess of the levels specified in Section 2.6 other than the components excepted in Section 2.4 and the

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concrete biological shield.

2.6 For the purposes of this Agreement, an item or group of items is "radioactively contaminated" if any of the following conditions are met:

2.6.1 It emits radiation of either <sup>greater than</sup> 5 microRem ~~or greater~~ per hour of <sup>greater than</sup> 10 milliRem/yr ~~or greater~~ above background at one meter from its surface unshielded.

2.6.2 It contains surface contamination levels in excess of those given in Table 1 of Regulatory Guide 1.86.

2.7 Within four years of the effective date of this Agreement, all radioactively contaminated components, equipment, materials and parts associated or formerly used in connection with the Reactor shall have been decontaminated or disposed of such that there shall be no radioactive contamination at the Reactor facility in excess of the levels identified in Section 2.6, *except for the biological shield and those components necessary for decontaminating the shield.*

~~2.7.1 Notwithstanding Section 2.7, if at the end of four years from the effective date of this Agreement the University has complied with the provisions of Section 2.7, except as to the concrete biological shield, and the University has, at that time, a plan on file with and approved by the NRC Staff for the final decontamination or disposal of such concrete biological shield, then the University may, if the State of California approves, transfer possession authority for the contamination in the concrete biological shield, and the shield alone, to a State license or permit. No possession authority that may be transferred to the State of California pursuant to this section for the concrete shield may be later retransferred to NRC.~~

2.8 ~~The authorities maintained pursuant to Section 2.1 for the purpose of dismantling, decontamination and disposal shall terminate as each component, piece of equipment, or part is dismantled or disposed of and,~~



~~with the exception of the concrete shield identified in Section 2.7.1 above and subject to its provisions, in no event shall such authorities extend beyond four years after the effective date of this Agreement.~~

### 3. Document and Evidence Preservation

3.1 Until December 31, 1997, the University shall preserve the documents identified in Exhibits A and B attached hereto. If the University desires to destroy or dispose of any such documents prior to December 31, 1997, the University shall notify CBG in writing at least 60 days prior to such destruction or disposal. During the 60-day period, the University shall provide CBG a reasonable opportunity to examine and take possession of such documents.

3.1.1 The parties acknowledge that the documents identified in Exhibits A and B are irreplaceable and that the damage to CBG if any of said documents are destroyed or disposed of, other than in accordance with the provisions of Section 3.1, may be difficult to calculate. ~~Failure to abide by the provisions of Section 3.1 shall therefore be deemed to make the Application withdrawal with prejudice as to a new application for a new reactor at UCLA.~~

3.2 The University shall provide CBG or allow CBG to obtain, within ninety days of the effective date of this agreement, fifteen 1-gram samples of graphite from the graphite that was in the Reactor's core for testing for Wigner energy consistent with the procedures and protocols specified in Exhibit C hereto, *and in accord with NRC regulations.*

### 4. Service of Correspondence

4.1 Until December 31, 1997, the University and the NRC Staff shall serve CBG, on the same day as the documents are served or delivered to the

addressees, copies of all correspondence, notices, and documents generated, produced, or delivered by the University, NRC Staff or NRC, respectively, concerning or relating to the Reactor, Reactor facility, License R-71, or the dismantlement operation.

4.2 Until December 31, 1997, the University and NRC Staff shall serve CBG, on the same day as the documents are served or delivered to the addressees, copies of all correspondence, notices, applications and documents concerning or relating to the licensing or construction of a new nuclear fission reactor on the UCLA campus.

4.3 The NRC Staff shall continue to maintain the local public document room in Los Angeles and file all correspondence, notices, applications and other documents concerning or relating to the Reactor facility or License R-71 with the local public document room <sup>as long as funding is available for the LPR program</sup> until dismantlement is completed. For the purposes of this Section 4.3, dismantlement shall be deemed to be completed when all radioactive contamination as defined in Section 2.6 has been removed from the Reactor facility with the exception of the concrete biological shield.

~~4.4 The NRC Staff agrees that it shall not take any action, nor fail to take any action, based on any correspondence, request, application or notice from the University concerning or relating to this Reactor, Reactor facility License R-71, a new reactor, or to the subjects of this Agreement if such correspondence or notice does not, on its face, indicate that it has been served on CBG.~~

## 5. Annual and Completion Reports

5.1 The University shall submit to the NRC Staff annual reports detailing the progress of dismantlement operations. Said reports shall be



submitted to the NRC Staff in January of each year, beginning with January 1986, until such time as the dismantlement operations have been completed, as defined in Section 4.3 above. Said reports shall be served on CBG.

5.2 Within sixty days of completion of each of the two phases of dismantlement identified in Section 2, or the deadline for completion of each phase contained in Section 2, whichever comes first, the University shall submit to the NRC Staff a report detailing the status of dismantlement at the Reactor facility. The reports shall be served on CBG.

#### 6. Inspection Rights

Upon receipt of notice from the University of completion of each of the two dismantlement phases required by Section 2 of this Agreement, or if at the expiration of the time periods specified in Section 2 the University has not completed the dismantlement phase required by said sections, CBG shall have the right to enter into and inspect the Reactor facility upon reasonable notice. The University agrees to cooperate with and facilitate such entry and inspection.

#### 7. Protective Orders

All Protective Orders adopted by the Board during the license renewal proceeding shall be dissolved as of the effective date of this Agreement and shall no longer have any force and effect. All duties, obligations and responsibilities arising from any Protective Order or otherwise from the license renewal proceeding relating to the protection or return of documents, records, photos, or information which were subject to the Protective Orders are terminated in full. Neither CBG nor any person associated therewith, including those persons having authorized access to protected information under the Protective Orders, shall have any duty after the effective date of this Agreement to protect or otherwise not disclose

any information gained in the course of the licensing proceedings or pursuant to this Agreement.

8. Service and Notices

All notices, correspondence and other documents and communications required to be served shall be deemed to have been served or given if personally delivered or mailed, first class, postage prepaid:

To CBG:

Committee to Bridge the Gap  
1637 Butler Avenue  
Los Angeles, CA 90025

Copy to:

Daniel Hirsch  
3489 Branciforte Drive  
Santa Cruz, CA 95065

To University:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To NRC Staff:

*Counsel for NRC Staff*  
*DELD*  
*Washington, DC 20555*

or at such other address(es) as shall be given in writing by any party to the others. To be complete, service must be made to all parties on the same day and must be so indicated on the correspondence or notice itself. Counsel for NRC Staff will notify the appropriate ~~Region V~~, Nuclear Reactor Regulation and other appropriate NRC staffpeople of this requirement, and Counsel for UCLA will likewise notify the appropriate UCLA staffpeople. Should CBG wish to notify UCLA and Staff of a change of address, it may do so by writing to the Office of the Campus Counsel at UCLA and the Office of the Counsel to the NRC Staff.

9. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the respective successors, transferees and assigns of the parties hereto.

10. Amendments and Modifications

No part of this Agreement may be amended, modified or supplemented except by a writing executed by all of the parties <sup>(unless required by law)</sup> ~~No party shall have the~~ right to seek modification or amendment of this Agreement by a state or federal court or by the NRC.

11. Settlement of Disputed Claim

It is understood and agreed that this settlement agreement is a compromise of disputed claims and that entry into this settlement agreement is not to be construed as an admission of liability, error or omission on the part of any of the parties hereto.

12. Enforcement

12.1 Anything in this Agreement to the contrary, it is expressly understood that CBG does not release or waive, but expressly reserves, all of its rights, remedies and privileges with respect to enforcement of performance of this Agreement.

12.2 The parties expressly acknowledge that this Agreement is an obligation assumed by the University and the NRC Staff in consideration of the termination of the license renewal proceedings, withdrawal of the Application without prejudice to a new application for a new reactor, and CBG withdrawal from the dismantlement proceedings, and shall be enforceable by the courts.

12.3 The enforcement, interpretation and construction of this Agreement shall be governed by the laws of the State of California <sup>Atomic Energy Act of 1954 as amended,</sup> ~~The Energy Reorganization Act of 1974 as amended, and Title 10 of~~ the Code of Federal Regulations.

13. Injunctive Relief

13.1 The parties acknowledge that it would be difficult to measure the damage to CBG from any breach of this Agreement, that injury to CBG would be difficult to quantify, and that money damages alone would therefore be an inadequate remedy for such breach. Accordingly, if there is a breach of this Agreement, CBG shall be entitled, in addition to all other remedies CBG may have, to injunctive or other appropriate relief, including specific performance, to restrain or remedy any such breach without showing or proving any actual damage to CBG.

13.2 The waiver by CBG of any breach of this Agreement or the failure by CBG to enforce any portion of this Agreement as a result of any breach shall not be a waiver of any other breach or an estoppel to enforce any other breach of this Agreement.

14. Dependence of Provisions of the Agreement Upon Enactment as a Whole

The commitments made in this Agreement are made as a whole and are dependent upon the approval of the Agreement in its entirety by the Board.

Executed this \_\_\_\_ day of \_\_\_\_, 1985, by \_\_\_\_\_  
Counsel for NRC Staff

Executed this \_\_\_\_ day of \_\_\_\_, 1985, by \_\_\_\_\_  
Representative of UCLA

Executed this \_\_\_\_ day of \_\_\_\_, 1985, by \_\_\_\_\_  
Representative of CBG