

VIA FedEx

January 6, 2012

Adam Cozzens
Senior Project Manager
Operator Interface, Simulator Upgrades
Westinghouse Electric Company LLC
Nuclear Automation
1000 Cranberry Drive, Suite 256
Cranberry Township, Pennsylvania 16066, USA

SUBJECT: Transmittal of Multi-Party Nondisclosure Agreements (NDAs) between Battelle Energy Alliance, LLC (BEA), Southern California Edison (SCE), (through its San Onofre Nuclear Generating Station, SONGS) and Westinghouse Electric Company LLC for Signature

Dear Mr. Cozzens:

I have enclosed three partially executed NDAs signed by BEA for signature by Westinghouse Electric Company LLC.

Please have all Agreements signed, and then send all three Agreements back to my attention at the address below:

Teresa Clawson
Battelle Energy Alliance, LLC
1765 North Yellowstone Hwy, MS 3899
Idaho Falls, ID 83415-3899
Phone: 208-526-2037

If you have any questions concerning the NDA, please contact me. Thank you for expediting this matter.

Sincerely,



Teresa Clawson, NDA Administrator
Office of General Counsel

tc

Enclosures

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A001*

MUTUAL NON-DISCLOSURE AGREEMENT
(MULTI-PARTY)

This MUTUAL AGREEMENT (hereinafter Agreement) is made and entered into as of January 4, 2012, among Southern California Edison (SCE), through its San Onofre Nuclear Generating Station (SONGS) with its (SCE's) principal office at 2244 Walnut Grove Avenue, P.O. Box 800, Rosemead, California 91770, Westinghouse Electric Company LLC (Westinghouse) with its principal place of business at 1000 Westinghouse Drive, Cranberry Twp., PA 16066, and Battelle Energy Alliance, LLC (BEA), Management and Operating (M&O) Contractor of the Idaho National Laboratory (INL), under Contract Number DE-AC07-05ID14517 (BEA's DOE Prime Contract) with the United States (U.S.) Department of Energy (DOE), with its principal place of business at 2525 Fremont Avenue, P.O. Box 1625, Idaho Falls, ID 83415-3899 (hereinafter referred to individually as a Party and collectively as the Parties or as appropriately referred to as the Receiving Party (which, for purposes of this Agreement, includes only BEA) or the Disclosing Party (which, for purposes of this Agreement, includes only Westinghouse and SCE/ SONGS). In consideration of the mutual promises and covenants contained in this Agreement, the Parties hereto agree as follows:

1. Purpose. The Parties desire to allow SONGS/SCE to provide BEA with at least one copy of Westinghouse proprietary Standard Simulator Distributed Control System Classroom Suite Lite Version software that SCE/SONGS has licensed from Westinghouse. The Westinghouse software to be provided to BEA by SONGS further comprises within such software SONGS power plant operating data and information which is proprietary to SCE/SONGS. Both the Westinghouse proprietary software and the SCE/SONGS proprietary data and information must be provided to BEA to enable BEA and SCE/SONGS to negotiate and presumably reach and execute a mutually acceptable Collaborative Research and Development Agreement (CRADA) to jointly perform research regarding human performance and the development of a standard with respect to nuclear reactor control board designs. The Parties understand the anticipated mutually acceptable CRADA to be executed between BEA and SCE/SONGS may be subject to DOE review and approval, depending upon the final terms and conditions and statement of work. Such CRADA is not anticipated to include Westinghouse as a Party thereto and thus it is anticipated BEA will not be jointly performing work with Westinghouse or providing Westinghouse with any deliverables or work products under the CRADA anticipated to be entered into by SCE/SONGS and BEA. In connection with this Purpose, any or all of the Parties may disclose to one or both of the other Parties certain confidential technical and business information which the Disclosing Party desires the Receiving Party to treat as confidential and which, if disclosed by the Receiving Party, could have a material adverse effect on the Disclosing Party and place the Disclosing Party in an unfair competitive disadvantage in its industry.

2. Confidential Information. The Parties agree that Confidential Information in accordance with this Agreement shall be strictly limited to information required for the Purpose. The Parties agree that any and all other confidential or proprietary information not required for the Purpose shall remain strictly with each Party and shall in no event be shared amongst the Parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known and made generally available after

disclosure by a Disclosing Party to the Receiving Party through no action or inaction of such Receiving Party; (iii) is already in the possession of the Receiving Party without breach of this Agreement and without confidentiality restrictions at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by a Receiving Party from a third party without breach of this Agreement and without a breach of such third party's obligations of confidentiality; (v) is independently developed by a Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession; (vi) was not marked or does not bear a suitable legend or otherwise provided without an associated electronic or written notice identifying its proprietary or confidential nature for all written or other tangible objects containing or representing Confidential Information of the Disclosing Party, including any such orally disclosed Confidential Information that was not reduced to written or other tangible form after the time of first oral disclosure by the Disclosing Party; or (vii) is required by law to be disclosed by a Receiving Party, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

3. Non-use and Non-disclosure. Receiving Party agrees not to use any Confidential Information of any of the Disclosing Parties for any purpose except for the Purpose identified in this Agreement. The Receiving Party agrees not to disclose any Confidential Information of any of the Disclosing Parties to non-Parties or to Receiving Parties employees, except to those employees of such Receiving Party who are required to have the Confidential Information in order for the Purpose. Notwithstanding the preceding, Westinghouse and SCE/SONGS acknowledge that the U.S. Government has certain rights over activities conducted at the INL by way of BEA's DOE Prime Contract, and further, that BEA's activities may involve the release of a Disclosing Party's Confidential Information disclosed to BEA under this Agreement to U.S. Government employees; provided however that any disclosure to U.S. Government employees is further protected under 18 U.S.C. §1905. Notwithstanding the foregoing, only to the extent necessary to meet BEA's obligations under its DOE Prime Contract, BEA may disclose Westinghouse Confidential Information on a confidential basis to the U.S. Government without prior written consent of Westinghouse but only after BEA giving Westinghouse advance written notice of any such disclosure. None of the Parties shall reverse engineer, disassemble or decompile any prototypes, materials, software or other tangible objects which embody any of the Disclosing Parties Confidential Information and which are provided to the Receiving Party hereunder. None of the Parties shall manufacture or develop technology embodying or making use of Confidential Information of any of the other Parties received under this Agreement without obtaining a fully executed License agreement from the Disclosing Party.

4. Maintenance of Confidentiality. Receiving Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information received from any of the Disclosing Parties. Without limiting the foregoing, each of the Parties shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees, agents, contractors, subcontractors, consultants and representatives who have access to Confidential Information received from any of the other Parties have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to

such employees, agents, subcontractors, consultants, legal counsel, or representatives. None of the Parties shall make any copies of the Confidential Information received from any of the other Parties unless the same are previously approved in writing by the Disclosing Party in each instance. Each of the Parties shall reproduce the Disclosing Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

5. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH OF THE PARTIES MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

6. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and which is so marked, or otherwise identified in accordance with this Agreement, and has been disclosed by a Disclosing Party to the Receiving Party, and all copies thereof which are in the possession of the Receiving Party, shall be and remain the property of the Disclosing Parties and shall be promptly returned or destroyed as confirmed in writing or electronic means to the Disclosing Party that provided it to the Receiving Party upon the Disclosing Party's written request at any time during the Disclosure Period of this Agreement as defined in Article 8.

7. No License. Nothing in this Agreement is intended to grant any rights or licenses (express or implied) to any of the Parties under any patent, copyright, trade secret, mask work right or other intellectual property or proprietary right of the Disclosing Party, nor shall this Agreement grant any Party any rights in or to the Confidential Information disclosed hereunder except as expressly set forth herein.

8. Term. This Agreement and the period in which a Disclosing Party may disclose its Confidential Information to another Party under this Agreement will terminate thirty-six (36) months following the date first indicated in the preamble above (the Disclosure Period). The confidentiality, nonuse and nondisclosure obligations of each Receiving Party hereunder shall continue for ten (10) years after the date of return or destruction as confirmed in writing or electronic means by such Receiving Party of all of the respective Disclosing Party's Confidential Information disclosed to such Receiving Party under this Agreement or until such time as all Confidential Information of the respective Disclosing Party disclosed to such Receiving Party hereunder becomes publicly known and made generally available through no action or inaction of such Receiving Party, whichever is earlier.

9. Remedies. Each of the Parties agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the Party(ies) which has disclosed Confidential Information hereunder, entitling such Party(ies) to seek injunctive relief in addition to all legal remedies.

10. Jurisdiction. The Parties hereto do hereby consent and submit to the venue and the jurisdiction of, the federal courts of the United States for the Central District of California or the courts of the State of California in Los Angeles County.

11. Export. The Parties acknowledge that the export of goods and/or technical data from the U.S. may require an export license from the U.S. Government and that failure to obtain such may result in criminal liability under U.S. laws. Each Party is responsible for its compliance with export compliance laws. Receiving Party agrees not to transfer, re-export or disclose any Confidential Information, or any direct or indirect products or technical data resulting therefrom to any country, natural person or entity, except in accordance with the laws, regulations or rulings of the United States of America relating to the exportation or re-exportation of commodities or technical data, including but not limited to the Export Administration Act of 1979, the Export Administration Regulations (15 CFR Parts 730 et seq.), the regulations of the U.S. Nuclear Regulatory Commission (10 CFR Part 110) and the regulations of the U.S. Department of Energy (10 CFR Part 810), as issued from time to time, or any successor laws, regulations or rulings. Any such transfer, re-export, or disclosure by Receiving Party of Confidential Information or any direct or indirect products or technical data resulting therefrom to a country listed in 10 CFR 810.8 (a) will be permitted only after the U.S. Department of Energy provides specific authorization for such transfer. The obligations set forth in this Paragraph 12 shall survive the expiration or termination of this Agreement and shall apply so long as relevant U.S. governmental regulations remain in effect, as applicable to Confidential Information. In the event of any ambiguity or inconsistency between the provisions of this Paragraph 11 and any other paragraph of this Agreement, this Paragraph 11 shall be controlling.

12. Disclosing Party shall not be liable to Receiving Party for Disclosing Party's act or omission affecting Disclosing Party's compliance with United States export control regulations arising from export of Confidential Information.

13. It is mutually understood that nothing herein shall be construed as granting or implying any right under any Letters Patent, or to use any Confidential Information claimed thereby, or as permitting Receiving Party to obtain the right to use Confidential Information which becomes publicly known as a result of a breach of a material term of this Agreement.

14. As between Receiving Party and Disclosing Party, all rights with respect to Confidential Information, lawfully acquired by Disclosing Party under the patent or copyright laws of the United States and all foreign countries, are hereby expressly reserved to Disclosing Party who may divulge such Confidential Information under this Agreement.

15. Neither Disclosing Party nor its suppliers or subcontractors of any tier shall be liable with respect to or resulting from the use (or the results of such use) or misuse of any Confidential Information furnished to Receiving Party hereunder.

16. Miscellaneous. This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and assigns, including any DOE designated successor contractor of the INL. This Agreement shall be governed by the laws of the jurisdiction where the breach has occurred, without reference to conflict of laws principles. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by all of the Parties hereto. This document contains the entire agreement between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first indicated above.

Battelle Energy Alliance, LLC

Westinghouse Electric Company LLC

By: *H. J. McFarlane*
Harold Finley McFarlane
Interim Associate Laboratory Director
Nuclear Science and Technology

By: _____
Patrick J. McDonough
Customer Project Manager

Date: _____

Date: _____

Southern California Edison Company
San Onofre Nuclear Generating Station

By: _____
Gerald Wyatt
Simulator Supervisor (NTD)

Date: _____

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disclosure by a Disclosing Party to the Receiving Party through no action or inaction of such Receiving Party; (iii) is already in the possession of the Receiving Party without breach of this Agreement and without confidentiality restrictions at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by a Receiving Party from a third party without breach of this Agreement and without a breach of such third party's obligations of confidentiality; (v) is independently developed by a Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession; (vi) was not marked or does not bear a suitable legend or otherwise provided without an associated electronic or written notice identifying its proprietary or confidential nature for all written or other tangible objects containing or representing Confidential Information of the Disclosing Party, including any such orally disclosed Confidential Information that was not reduced to written or other tangible form after the time of first oral disclosure by the Disclosing Party; or (vii) is required by law to be disclosed by a Receiving Party, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

3. Non-use and Non-disclosure. Receiving Party agrees not to use any Confidential Information of any of the Disclosing Parties for any purpose except for the Purpose identified in this Agreement. The Receiving Party agrees not to disclose any Confidential Information of any of the Disclosing Parties to non-Parties or to Receiving Parties employees, except to those employees of such Receiving Party who are required to have the Confidential Information in order for the Purpose. Notwithstanding the preceding, Westinghouse and SCE/SONGS acknowledge that the U.S. Government has certain rights over activities conducted at the INL by way of BEA's DOE Prime Contract, and further, that BEA's activities may involve the release of a Disclosing Party's Confidential Information disclosed to BEA under this Agreement to U.S. Government employees; provided however that any disclosure to U.S. Government employees is further protected under 18 U.S.C. §1905. Notwithstanding the foregoing, only to the extent necessary to meet BEA's obligations under its DOE Prime Contract, BEA may disclose Westinghouse Confidential Information on a confidential basis to the U.S. Government without prior written consent of Westinghouse but only after BEA giving Westinghouse advance written notice of any such disclosure. None of the Parties shall reverse engineer, disassemble or decompile any prototypes, materials, software or other tangible objects which embody any of the Disclosing Parties Confidential Information and which are provided to the Receiving Party hereunder. None of the Parties shall manufacture or develop technology embodying or making use of Confidential Information of any of the other Parties received under this Agreement without obtaining a fully executed License agreement from the Disclosing Party.

4. Maintenance of Confidentiality. Receiving Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information received from any of the Disclosing Parties. Without limiting the foregoing, each of the Parties shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees, agents, contractors, subcontractors, consultants and representatives who have access to Confidential Information received from any of the other Parties have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to

such employees, agents, subcontractors, consultants, legal counsel, or representatives. None of the Parties shall make any copies of the Confidential Information received from any of the other Parties unless the same are previously approved in writing by the Disclosing Party in each instance. Each of the Parties shall reproduce the Disclosing Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

5. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH OF THE PARTIES MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

6. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and which is so marked, or otherwise identified in accordance with this Agreement, and has been disclosed by a Disclosing Party to the Receiving Party, and all copies thereof which are in the possession of the Receiving Party, shall be and remain the property of the Disclosing Parties and shall be promptly returned or destroyed as confirmed in writing or electronic means to the Disclosing Party that provided it to the Receiving Party upon the Disclosing Party's written request at any time during the Disclosure Period of this Agreement as defined in Article 8.

7. No License. Nothing in this Agreement is intended to grant any rights or licenses (express or implied) to any of the Parties under any patent, copyright, trade secret, mask work right or other intellectual property or proprietary right of the Disclosing Party, nor shall this Agreement grant any Party any rights in or to the Confidential Information disclosed hereunder except as expressly set forth herein.

8. Term. This Agreement and the period in which a Disclosing Party may disclose its Confidential Information to another Party under this Agreement will terminate thirty-six (36) months following the date first indicated in the preamble above (the Disclosure Period). The confidentiality, nonuse and nondisclosure obligations of each Receiving Party hereunder shall continue for ten (10) years after the date of return or destruction as confirmed in writing or electronic means by such Receiving Party of all of the respective Disclosing Party's Confidential Information disclosed to such Receiving Party under this Agreement or until such time as all Confidential Information of the respective Disclosing Party disclosed to such Receiving Party hereunder becomes publicly known and made generally available through no action or inaction of such Receiving Party, whichever is earlier.

9. Remedies. Each of the Parties agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the Party(ies) which has disclosed Confidential Information hereunder, entitling such Party(ies) to seek injunctive relief in addition to all legal remedies.

10. Jurisdiction. The Parties hereto do hereby consent and submit to the venue and the jurisdiction of, the federal courts of the United States for the Central District of California or the courts of the State of California in Los Angeles County.

11. Export. The Parties acknowledge that the export of goods and/or technical data from the U.S. may require an export license from the U.S. Government and that failure to obtain such may result in criminal liability under U.S. laws. Each Party is responsible for its compliance with export compliance laws. Receiving Party agrees not to transfer, re-export or disclose any Confidential Information, or any direct or indirect products or technical data resulting therefrom to any country, natural person or entity, except in accordance with the laws, regulations or rulings of the United States of America relating to the exportation or re-exportation of commodities or technical data, including but not limited to the Export Administration Act of 1979, the Export Administration Regulations (15 CFR Parts 730 et seq.), the regulations of the U.S. Nuclear Regulatory Commission (10 CFR Part 110) and the regulations of the U.S. Department of Energy (10 CFR Part 810), as issued from time to time, or any successor laws, regulations or rulings. Any such transfer, re-export, or disclosure by Receiving Party of Confidential Information or any direct or indirect products or technical data resulting therefrom to a country listed in 10 CFR 810.8 (a) will be permitted only after the U.S. Department of Energy provides specific authorization for such transfer. The obligations set forth in this Paragraph 12 shall survive the expiration or termination of this Agreement and shall apply so long as relevant U.S. governmental regulations remain in effect, as applicable to Confidential Information. In the event of any ambiguity or inconsistency between the provisions of this Paragraph 11 and any other paragraph of this Agreement, this Paragraph 11 shall be controlling.

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14. As between Receiving Party and Disclosing Party, all rights with respect to Confidential Information, lawfully acquired by Disclosing Party under the patent or copyright laws of the United States and all foreign countries, are hereby expressly reserved to Disclosing Party who may divulge such Confidential Information under this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first indicated above.

Battelle Energy Alliance, LLC

Westinghouse Electric Company LLC

By: *H. F. McFarlane*
Harold Finley McFarlane
Interim Associate Laboratory Director
Nuclear Science and Technology

By: _____
Patrick J. McDonough
Customer Project Manager

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San Onofre Nuclear Generating Station

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disclosure by a Disclosing Party to the Receiving Party through no action or inaction of such Receiving Party; (iii) is already in the possession of the Receiving Party without breach of this Agreement and without confidentiality restrictions at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by a Receiving Party from a third party without breach of this Agreement and without a breach of such third party's obligations of confidentiality; (v) is independently developed by a Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession; (vi) was not marked or does not bear a suitable legend or otherwise provided without an associated electronic or written notice identifying its proprietary or confidential nature for all written or other tangible objects containing or representing Confidential Information of the Disclosing Party, including any such orally disclosed Confidential Information that was not reduced to written or other tangible form after the time of first oral disclosure by the Disclosing Party; or (vii) is required by law to be disclosed by a Receiving Party, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

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such employees, agents, subcontractors, consultants, legal counsel, or representatives. None of the Parties shall make any copies of the Confidential Information received from any of the other Parties unless the same are previously approved in writing by the Disclosing Party in each instance. Each of the Parties shall reproduce the Disclosing Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

5. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH OF THE PARTIES MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

6. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and which is so marked, or otherwise identified in accordance with this Agreement, and has been disclosed by a Disclosing Party to the Receiving Party, and all copies thereof which are in the possession of the Receiving Party, shall be and remain the property of the Disclosing Parties and shall be promptly returned or destroyed as confirmed in writing or electronic means to the Disclosing Party that provided it to the Receiving Party upon the Disclosing Party's written request at any time during the Disclosure Period of this Agreement as defined in Article 8.

7. No License. Nothing in this Agreement is intended to grant any rights or licenses (express or implied) to any of the Parties under any patent, copyright, trade secret, mask work right or other intellectual property or proprietary right of the Disclosing Party, nor shall this Agreement grant any Party any rights in or to the Confidential Information disclosed hereunder except as expressly set forth herein.

8. Term. This Agreement and the period in which a Disclosing Party may disclose its Confidential Information to another Party under this Agreement will terminate thirty-six (36) months following the date first indicated in the preamble above (the Disclosure Period). The confidentiality, nonuse and nondisclosure obligations of each Receiving Party hereunder shall continue for ten (10) years after the date of return or destruction as confirmed in writing or electronic means by such Receiving Party of all of the respective Disclosing Party's Confidential Information disclosed to such Receiving Party under this Agreement or until such time as all Confidential Information of the respective Disclosing Party disclosed to such Receiving Party hereunder becomes publicly known and made generally available through no action or inaction of such Receiving Party, whichever is earlier.

9. Remedies. Each of the Parties agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the Party(ies) which has disclosed Confidential Information hereunder, entitling such Party(ies) to seek injunctive relief in addition to all legal remedies.

10. Jurisdiction. The Parties hereto do hereby consent and submit to the venue and the jurisdiction of, the federal courts of the United States for the Central District of California or the courts of the State of California in Los Angeles County.

11. Export. The Parties acknowledge that the export of goods and/or technical data from the U.S. may require an export license from the U.S. Government and that failure to obtain such may result in criminal liability under U.S. laws. Each Party is responsible for its compliance with export compliance laws. Receiving Party agrees not to transfer, re-export or disclose any Confidential Information, or any direct or indirect products or technical data resulting therefrom to any country, natural person or entity, except in accordance with the laws, regulations or rulings of the United States of America relating to the exportation or re-exportation of commodities or technical data, including but not limited to the Export Administration Act of 1979, the Export Administration Regulations (15 CFR Parts 730 et seq.), the regulations of the U.S. Nuclear Regulatory Commission (10 CFR Part 110) and the regulations of the U.S. Department of Energy (10 CFR Part 810), as issued from time to time, or any successor laws, regulations or rulings. Any such transfer, re-export, or disclosure by Receiving Party of Confidential Information or any direct or indirect products or technical data resulting therefrom to a country listed in 10 CFR 810.8 (a) will be permitted only after the U.S. Department of Energy provides specific authorization for such transfer. The obligations set forth in this Paragraph 12 shall survive the expiration or termination of this Agreement and shall apply so long as relevant U.S. governmental regulations remain in effect, as applicable to Confidential Information. In the event of any ambiguity or inconsistency between the provisions of this Paragraph 11 and any other paragraph of this Agreement, this Paragraph 11 shall be controlling.

12. Disclosing Party shall not be liable to Receiving Party for Disclosing Party's act or omission affecting Disclosing Party's compliance with United States export control regulations arising from export of Confidential Information.

13. It is mutually understood that nothing herein shall be construed as granting or implying any right under any Letters Patent, or to use any Confidential Information claimed thereby, or as permitting Receiving Party to obtain the right to use Confidential Information which becomes publicly known as a result of a breach of a material term of this Agreement.

14. As between Receiving Party and Disclosing Party, all rights with respect to Confidential Information, lawfully acquired by Disclosing Party under the patent or copyright laws of the United States and all foreign countries, are hereby expressly reserved to Disclosing Party who may divulge such Confidential Information under this Agreement.

15. Neither Disclosing Party nor its suppliers or subcontractors of any tier shall be liable with respect to or resulting from the use (or the results of such use) or misuse of any Confidential Information furnished to Receiving Party hereunder.

16. Miscellaneous. This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and assigns, including any DOE designated successor contractor of the INL. This Agreement shall be governed by the laws of the jurisdiction where the breach has occurred, without reference to conflict of laws principles. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by all of the Parties hereto. This document contains the entire agreement between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first indicated above.

Battelle Energy Alliance, LLC

Westinghouse Electric Company LLC

By: H. F. McFarlane
Harold Finley McFarlane
Interim Associate Laboratory Director
Nuclear Science and Technology

By: _____
Patrick J. McDonough
Customer Project Manager

Date: _____

Date: _____

Southern California Edison Company
San Onofre Nuclear Generating Station

By: _____
Gerald Wyatt
Simulator Supervisor (NTD)

Date: _____

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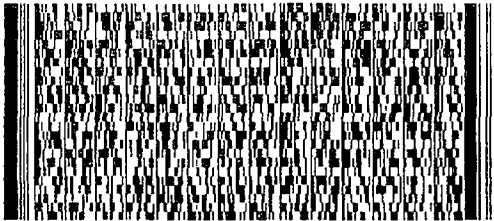
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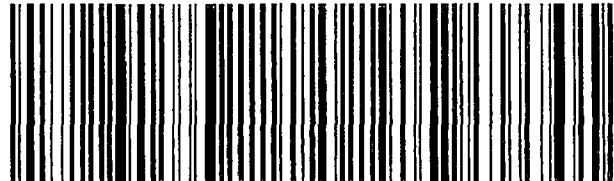
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