APPROVED BY OMB: NO. 3150-0240 **EXPIRATION DATE: 11/30/2022**

Estimated burden per response to comply with this voluntary information collection: 1 hour. This information will be used to determine eligibility for distribution of an NRC-developed computer code. Send comments regarding burden estimate to the Information Services Branck (T6-A10M), U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001, or by email to Infocollects.Resource@nrc.gov, and to the Desk Officer, Office of Information and Regulatory Affairs, NEOB-10202, (3150-0197), Office of Management and Budget, Washington, DC 20503. If a means used to impose an information collection does not display a currently valid OMB control number, the NRC may not conduct or sponsor, and a person is not required to respond to, the information collection.

GENERIC NON-DISCLOSURE AGREEMENT FOR A COMPUTER SAFETY CODE OF THE U.S. NUCLEAR REGULATORY COMMISSION

U.S. Nuclear Regulatory Commission
Office of Nuclear Regulatory Research
Code and Reactor Analysis Branch
ATTN: Branch Chief
M/S T10-B58
Washington D.C. 20555

Dear Sir/Madame:

On behalf of _____**Enter Company Name Here**_____ (_____), I would like to request a copy of the NRC's _____ code and code documentation. I understand that the conditions for receiving this code are as follows:

1. _____ understands that the above stated code is the result of work sponsored by an agency of the United States Government and recognizes that neither the United States Government nor any agency thereof, nor any of their employees makes any warranty, expressed or implied, or assumes any legal liability or responsibility for any third party's use, or the results of such use, or of any information, product, or process included in or calculated by this code, or represents that the use would not infringe privately-owned rights.

2. All NRC codes distributed under this Non-Disclosure Agreement are to be considered privileged information unless otherwise noted, are protected by NRC and _____ respectively, and shall be treated likewise by the Parties. They are, in particular, subject to all the provisions of this Non-Disclosure Agreement prior to dissemination. The codes are subject to this protection in both object and source forms and as recorded in any media.

3. _____ shall not release this code to any third party, including international offices or affiliates of _____, without obtaining prior written permission from the NRC, and the third party must also obtain in advance written permission from the NRC. Third party includes any office or affiliate of _____ that is located in a country different from the mailing address of the signing official for this Non-Disclosure Agreement.

4. Prohibited uses of the code by foreign entities include commercial use in the development of a new reactor design, commercial use in the United States unless performed by its U.S. subsidiary, or undisclosed uses in furtherance of its military.

5. _____shall notify the NRC of any public safety problem as soon as possible which may be uncovered through the use of this code.

6. _____ shall communicate any code errors to the NRC.

7. _____ shall provide the NRC with any non-proprietary improvements or modifications made to this code.

8. _____ shall provide the NRC with a nonproprietary summary of any proprietary modifications made to this code, including a summary of the impact on representative code calculations.

9. _____ shall identify a modified version of the NRC code with a somewhat different name (e.g., _____-_____ is a _____- modified version of the NRC's _____ code), in any report or presentation that mentions calculations made with the modified version of the NRC code.

10. _____ is solely responsible for obtaining any assistance needed to implement or use this code.

11. _____ is a foreign entity (defined as an entity where 75 percent or more of the voting interest is owned by non-U.S. citizens).

    Yes _____ No _____

12. If _____ is a foreign entity, NRC codes and other related analytical techniques covered under this agreement, and any improvements, modifications or updates to such codes or techniques, are for the purpose of reactor and plant systems safety research, radiation protection purposes (RAMP Codes only), and licensing, or for other benefits not related to the study of reactor or materials safety without the prior consent of NRC.

13. For CAMP[1] and CSARP[2] codes that are authorized for company, educational, or institutional use, individuals shall not remove a copy form the workplace, share or loan to others who are not authorized to receive it, and the software is not for the personal use of the employee. For other NRC codes, individuals shall not share or loan a copy of the software to others that are not authorized to use it.

14. In no event shall the U.S. Government, nor any agency thereof, nor any representative thereof, nor _____, nor any representative thereof, be liable for consequential, indirect, incidental, or special damages.

My signature below indicates _____'s acceptance of these conditions and describes the intended uses(s) of the code(s).

Signature	Date
Printed Name	Title (Position)

Citizenship (for non-U.S. citizen, also list here if you are a U.S. permanent resident)

[1] CAMP codes include TRACE, RELAP5, and PARCS.
[2] CSARP codes include MELCOR, MACCS/WinMACCS and MelMACCS.

E-mail Address

Phone Number

Company Name (If applicable)

Office Mailing Address

Website Address of the Company (if applicable)

Describe the planned use of the NRC Code including who/what entity will use the results of this work:

☐ If you are a contractor employee working for the NRC, please check here and provide the following information:

Contract Number: _____

NRC Project Manager: _____

Please enter the following information for the expected users of the NRC code and add more names as necessary. Note that all code users listed in this Non-Disclosure Agreement shall work in the same country as the above signing official. Any changes to this list shall be reported to the NRC within 30 days by completing a new Non-Disclosure Agreement.

Point of Contact/Name of Code User 1: _____

Signature: _____

Citizenship: _____
(also list here if you are a U.S. permanent resident)

Office Phone Number: _____

Office E-mail Address: _____

Office Mailing Address To Ship Code (if different from the address above):

_____

_____

_____

_____

Point of Contact/Nameof Code User 2: _____

Signature: _____

Citizenship: _____
(also list here if you are a U.S. permanent resident)

Office Phone Number: _____

Office E-mail Address: _____

Point of Contact/Nameof Code User 3: _____

Signature: _____

Citizenship: _____
(also list here if you are a U.S. permanent resident)

Office Phone Number: _____

Office E-mail Address: _____

Point of Contact/Nameof Code User 4: _____

Signature: _____

Citizenship: _____
(also list here if you are a U.S. permanent resident)

Office Phone Number: _____

Office E-mail Address: _____

Point of Contact/Nameof Code User 5: _____

Signature: _____

Citizenship: _____
(also list here if you are a U.S. permanent resident)

Office Phone Number: _____

Office E-mail Address: _____

Point of Contact/Nameof Code User 6: _____

Signature: _____

Citizenship: _____
(also list here if you are a U.S. permanent resident)

Office Phone Number: _____

Office E-mail Address: _____

Point of Contact/Nameof Code User 7: _____
(and repeated for additional Users)

Signature: _____

Citizenship: _____
(also list here if you are a U.S. permanent resident)

Office Phone Number: _____

Office E-mail Address: _____

Addendum for Future Subtractions to the Code Users List

The following users no longer require access to the code and their access rights are hereby revoked effective the date shown:

	Printed Name	Date
1		
2		
3		
4		
5		
6		

Signature

Date

Printed Name

Title (Position)

Citizenship (for non-U.S. citizen, also list here if you are a U.S. permanent resident)

E-mail Address

Phone Number