

she would otherwise be compensated as a full-time Federal employee.

(2) Prevent any individual who provides services to an NRC advisory committee, and who immediately before providing such services was a full-time Federal employee, from receiving compensation at a rate at which he or she was compensated as a full-time Federal employee.

(3) Affect a rate of pay or a limitation on a rate of pay that is specifically established by law or a rate of pay established under the NRC's General Salary Schedule and evaluation system (see NRC Manual).

§ 7.19 Handicapped members of advisory committees.

An NRC advisory committee member who is blind or deaf or otherwise handicapped may be provided services by a personal assistant for handicapped employees while performing advisory committee duties, if the member—

(a) Qualifies as a handicapped individual as defined by section 501 of the Rehabilitation Act of 1973 (29 U.S.C. 794); and

(b) Does not otherwise qualify for assistance under 5 U.S.C. 3102 by reason of being an employee of NRC.

§ 7.20 Conflict of interest reviews of advisory committee members' outside interests.

The Designated Federal Officer of each NRC advisory committee and the General Counsel shall review the interests and affiliations of each member of the Designated Federal Officer's advisory committee annually, and upon the commencement and termination of the member's appointment to the committee, for the purpose of ensuring that such appointment is consistent with the laws and regulations on conflict of interest applicable to that member.

§ 7.21 Cost of duplication of documents.

Copies of the records, reports, transcripts, minutes, appendices, working papers, drafts, studies, agenda, or other documents that were made available to or prepared for or by an NRC advisory committee shall be made available to any person at the actual cost of duplication prescribed in part 9 of this chap-

ter. (For availability of information on advisory committees, see § 7.14.)

§ 7.22 Fiscal and administrative responsibilities.

(a) The Controller shall keep such records as will fully disclose the disposition of any funds which may be at the disposal of NRC advisory committees.

(b) The Office of Information Resources Management shall keep such records as will fully disclose the nature and extent of activities of NRC advisory committees.

(c) NRC shall provide support services (including staff support and meeting space) for each advisory committee established by or reporting to it unless the establishing authority provides otherwise. Where any such advisory committee reports to another agency in addition to NRC, only one agency shall be responsible for support services at any one time, and the establishing authority shall designate the agency responsible for providing such services.

PART 8—INTERPRETATIONS

Sec.

8.1 Interpretation of section 152 of the Atomic Energy Act of 1954; opinion of the General Counsel.

8.2 Interpretation of Price-Anderson Act, section 170 of the Atomic Energy Act of 1954.

8.3 [Reserved]

8.4 Interpretation by the General Counsel: AEC jurisdiction over nuclear facilities and materials under the Atomic Energy Act.

8.5 Interpretation by the General Counsel of § 73.55 of this chapter; illumination and physical search requirements.

AUTHORITY: Secs. 152, 161, 68 Stat. 944, 948, as amended; 42 U.S.C. 2182, 2201.

§ 8.1 Interpretation of section 152 of the Atomic Energy Act of 1954; opinion of the General Counsel.

(a) Inquiries have been received as to the applicability of the provisions of section 152 of the Atomic Energy Act of 1954 (68 Stat. 944) to inventions or discoveries made or conceived in the course of activities under licenses issued by the Atomic Energy Commission.

(b) In my [General Counsel, U.S. Atomic Energy Commission] opinion a license issued by the Atomic Energy Commission is not a “contract, subcontract, arrangement or other relationship with the Commission” as those terms are used in section 152 of the act. Hence, the mere fact that an invention or discovery is made by a licensee in the course of activities authorized by a license would not give the Commission rights under section 152 with respect to such invention or discovery. On the other hand, if a licensee has entered into a “contract, subcontract, arrangement or other relationship with the Commission,” inventions or discoveries made or conceived by the licensee under the contract or other relationship would come within the purview of section 152.

(c) As used in this section, “license” means a license issued pursuant to Chapter 6 (Special Nuclear Material), 7 (Source Material), 8 (Byproduct Material) or 10 (Atomic Energy Licenses) of the Atomic Energy Act of 1954, or a construction permit issued pursuant to section 185 of the act.

[21 FR 1414, Mar. 3, 1956]

§ 8.2 Interpretation of Price-Anderson Act, section 170 of the Atomic Energy Act of 1954.

(a) It is my opinion that an indemnity agreement entered into by the Atomic Energy Commission under the authority of the Atomic Energy Act of 1954 (42 U.S.C. 2011, *et seq.*), hereafter cited as “the Act,” as amended by Pub. L. 85-256 (the “Price-Anderson Act”) 42 U.S.C. 2210 indemnifies persons indemnified against public liability for bodily injury, sickness, disease or death, or loss of or damage to property, or for loss of use of property caused outside the United States by a nuclear incident occurring within the United States.

(b) Section 170 authorizes the Commission to indemnify against “public liability” as defined in section 11(u) of the Act.¹ Coverage under the Act

¹SEC. 11u. “The term ‘public liability’ means any legal liability arising out of or resulting from a nuclear incident, except claims under State or Federal Workmen’s Compensation Acts of employees of persons indemnified who are employed at the site of

therefore is predicated upon “public liability,” and requires (1) “legal liability” for (2) a “nuclear incident.” Determination of the Act’s coverage, therefore, necessitates a finding that these two elements are present.

(c) In the case of damage outside of the United States caused by a nuclear facility based in the United States there would be a “nuclear incident” as defined in section 11(o) since there would be an “occurrence within the United States causing *** damage.”² The “occurrence” would be “within the United States” since “occurrence” is intended by the Act to be “that event at the site of the licensed activity *** which may cause damage rather than the site where the damage may perhaps be caused.” (S. Rep. 296, 85th Cong., 1st Sess., p. 16 1957) (hereafter cited as Report). In section 11(o) an “occurrence” is that which causes damage. It would be, therefore, an event taking place at the site. This definition of “occurrence” is referred to in the Report at page 22 and is crucial to the Act’s placing of venue under section 170(e).³ 027 In its definition of “nuclear incident.” The Act makes no limitation upon the place where the damage is received but

and in connection with the activity where the nuclear incident occurs, and except for claims arising out of an act of war. ‘Public Liability’ also includes damage to property of persons indemnified: *Provided*, That such property is covered under the terms of the financial protection required, except property which is located at the site of and used in connection with the activity where the nuclear incident occurs.”

²SEC. 11o. “The term ‘nuclear incident’ means any occurrence within the United States causing bodily injury, sickness, disease, or death, or loss of or damage to property, or for loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of source, special nuclear, or byproduct material: ***”

³“In order to provide a framework for establishing the limitation of liability, the Commission or any person indemnified is permitted to apply to the appropriate district court of the United States which has venue in bankruptcy matters over the site of the nuclear incident. Again it should be pointed out that the site is where the occurrence takes place which gives rise to the liability, not the place where the damage may be caused *** ” Report. p. 22.