

**Memorandum of Understanding Between the Department of Energy and
the State of Idaho Concerning**

The Establishment of a Nuclear Lifecycle Innovation Campus in Idaho

1. Background

1.1. Parties

The Department of Energy (DOE) enters into this memorandum of understanding (MOU) in accordance with the Atomic Energy Act of 1954, Pub. L. 703, as amended, 42 U.S.C. § 2011, *et seq.* (AEA), Energy Reorganization Act of 1974, Pub. L. 93-438, as amended, 42 U.S.C. § 5801, *et seq.* (ERA), and the Department of Energy Organization Act, Pub. L. 95-91, as amended, 42 U.S.C. § 7256, *et seq.* (DOEOA). The State of [Idaho] ([Idaho]) enters into this MOU in accordance with Idaho Constitution Art. IV, § 5, Idaho Code § 67-802, and Executive Order 2025-06 (*Creation of the Idaho Advanced Nuclear Energy Task Force*). DOE and [Idaho] may be individually referred to as a “Party” and are collectively referred to as the “Parties.”

1.2. Joint Missions

Activities to implement this MOU will advance several DOE missions including: the production, development, acquisition, possession, distribution, processing, utilization, and waste disposition of source material, byproduct material, and special nuclear material; the encouragement of widespread participation in the development and utilization of atomic energy for peaceful purposes; and the development, utilization, and control of atomic energy for military and for all other purposes. DOE’s authority for such activities includes the following: AEA §§ 3a, 3c, 3d, 31, 32, 44, 53, 55, 63, 66, 81, 161; ERA §§ 104(c), 107, 203(d), 204(c), and 301(b); DOEOA §§ 102, 301, 646; Nuclear Waste Policy Act of 1982, Pub. L. 97-425, as amended, 42 U.S.C. § 10101 *et seq.* (NWPA); and Low-Level Radioactive Waste Policy Amendments Act of 1985, Pub. L. 99-240, as amended, 42 U.S.C. § 2021b *et seq.* (LLRWPA).

Activities to implement this MOU will advance several State of Idaho missions including energy reliability and affordability, supporting the nation’s growing energy needs, economic and workforce development, and the continued growth of the Idaho National Laboratory.

1.3. Historical Foundation

The Parties recognize their history of successful collaboration in nuclear energy research and development, support of the Idaho National Laboratory, and the stewardship of national security technologies. The state’s existing nuclear research and energy infrastructure and technical workforce have historically served as a critical pillar for federal nuclear missions and domestic energy production. Leveraging this foundation, this MOU confirms the agreement of the Parties to expand their partnership by establishing a Nuclear Lifecycle Innovation Campus (NLIC) in Idaho.

1.4. Vision

Securing American energy dominance requires a transition from isolated nuclear projects to an integrated, multi-tenant industrial ecosystem anchored by full-cycle nuclear operations. The Parties' shared vision for the NLIC is to unlock the full value of the nuclear fuel cycle by co-locating front-end fuel capabilities, advanced reactors, advanced reprocessing facilities, and byproduct exploitation centers with energy-intensive industrial off-takers to support activities across the full nuclear fuel lifecycle, to potentially include fuel fabrication, enrichment, reprocessing used nuclear fuel (a.k.a., spent nuclear fuel), and disposal of nuclear waste. This vision is in alignment with the State of Idaho's response to DOE's Request for Information regarding NLICs, submitted April 1, 2026.

1.5. Partnership

To achieve the above vision, the Parties recognize the necessity of a strong, long-term partnership that harmonizes federal technical leadership and regulatory authorization with state-led economic development, workforce, land use initiatives, and regulatory oversight. Accordingly, the Parties agree to cooperate in good faith to realize this vision and establish the framework, infrastructure, and regulatory pathways required to realize the NLIC.

Hosting a NLIC continues Idaho's position as a national leader in next generation energy and advanced manufacturing. This campus may attract billions in long term private and federal investment, create thousands of high-paying jobs across engineering, construction, and operations supporting nuclear fuel recycling and nuclear waste disposal.

1.6. Supplemental Host Agreement

This MOU contains the general provisions and expected roles and responsibilities for collaboration between DOE and Idaho for the development of the NLIC. Specific activities to implement this MOU will be undertaken pursuant the framework established by a separate Host Agreement, described below, supplemental to this MOU.

2. Host Agreement

- 2.1.** The parties agree to negotiate a Host Agreement which shall address the terms and conditions governing the operation of the NLIC.
- 2.2.** The Host Agreement shall provide for the acceptance of out-of-state used nuclear fuel, spent nuclear fuel, and high-level radioactive waste, subject to section 3.6.
- 2.3.** The Host Agreement shall be conditioned on the enactment of any new federal and state legislation necessary to support the NLIC.
- 2.4.** The Host Agreement shall specify the:
 - 2.4.1.** financing and capital structure of the NLIC;
 - 2.4.2.** development of nuclear and industrial product lines at the NLIC; and

- 2.4.3. development of infrastructure at the NLIC, including facilities for disposal of nuclear materials at an appropriate location.

3. Joint Responsibilities

Both parties will cooperate in good faith to:

- 3.1. support the deployment of commercially viable advanced nuclear facilities and products that transform used nuclear fuel and nuclear byproducts into strategic assets for industrial, medical, national security, scientific, environmental, and other uses;
- 3.2. make siting or funding decisions with respect to activities or facilities related to or useful to the nuclear fuel cycle, give a preference to activities or facilities located at a Nuclear Lifecycle Innovation Campus, whenever permissible;
- 3.3. resolve technical and regulatory issues associated with any activities contemplated by this MOU;
- 3.4. support enactment of any new federal and state legislation necessary to support the NLIC;
- 3.5. rely on targeted, conditional federal support, subject to the availability of appropriations and statutory authority; and
- 3.6. address any issues related to the 1995 Idaho Settlement Agreement and related addenda and supplemental agreements, in a mutually agreeable manner, prior to the effectiveness of the Host Agreement.

4. DOE Responsibilities

DOE agrees to:

- 4.1. except for any specific facilities or activities licensed by the Nuclear Regulatory Commission (NRC), provide regulatory oversight and authorization to Idaho, NLIC tenants, and their contractors or partners, for the construction or operation of facilities – or the conduct of activities involving source material, byproduct material, or special nuclear material in accordance with 10 CFR 830, *Nuclear Safety Management*, and related regulations, directives, and technical standards, including DOE's streamlined Office of Nuclear Energy directives at <https://id.energy.gov/Home/NEDirectives>;
- 4.2. provide access to DOE technical expertise and facilities to Idaho, NLIC tenants, and their contractors or partners, including through DOE's National Laboratories;

- 4.3. leverage its existing authorities, including 42 U.S.C. 7278 (contributed funds and property) and ERA § 107(f) (gifts) to facilitate the availability of non-federal capital for the NLIC;
- 4.4. leverage its existing authorities as necessary to ensure the availability of utilities, utility infrastructure, and related services to the NLIC;
- 4.5. serve as the primary interface between Idaho and other federal agencies concerning the NLIC;
- 4.6. advocate in close collaboration with Idaho and other federal agencies to obtain, on an expedited and prioritized basis, any certificate, right-of-way, permit, lease, or other authorization or benefit relating to the NLIC, to the extent permitted by law;
- 4.7. pursue, in coordination with the Office of Management and Budget, all necessary appropriations and authorizations from Congress to support the NLIC;
- 4.8. engage in discussions with the State of Idaho regarding financial commitments at the appropriate stage; and
- 4.9. maintain responsibility under the NWPA and other applicable federal authorities for the development and long-term operation and security of facilities for the permanent disposal and storage of spent nuclear fuel and high-level radioactive waste, or contract for such activities. The Parties understand that enactment of new federal legislation may modify this responsibility; however, the Parties agree that any such facilities at the NLIC in Idaho shall be licensed by the Nuclear Regulatory Commission and that in no event shall the licensee be the State of Idaho.

5. Idaho Responsibilities

Idaho agrees to:

- 5.1. subject, as necessary to support the objectives of this MOU, lands within Idaho on which the NLIC is sited to DOE's jurisdiction and sufficient control, subject to mutual agreement and applicable state law;
- 5.2. process all necessary permits and approvals to support the establishment and operation of the NLIC, including utilities such as electricity and water, as allowed by state and federal law;
- 5.3. ensure that state and local regulatory agencies exercise their regulatory authority in a manner that facilitates the establishment and operation of the NLIC, as allowed by state and federal law;

- 5.4. expand workforce initiatives, including with Idaho institutions of higher learning, ensuring the long-term workforce needs of the NLIC are met;
- 5.5. coordinate with DOE to implement the activities in this MOU, in a manner that facilitates collaboration for each Party to manage its responsibilities in accordance with its own authorities and processes, and is consistent with applicable laws and requirements, including DOE's authority and responsibilities concerning nuclear material and nuclear activities and its ongoing remediation and waste management responsibilities under federal and state law;
- 5.6. provide DOE with the necessary technical data and continuing technical support, as applicable and available, to conduct the required safety tests and analyses associated with satisfying the requirements for DOE authorization;
- 5.7. ensure that applicable DOE requirements are incorporated into any agreements concerning source, byproduct, and special nuclear material, nuclear facilities, and nuclear activities conducted or otherwise managed by Idaho's contractors and partners;
- 5.8. cooperate with DOE to ensure that such material, facilities, and activities are managed in compliance with applicable DOE authorization and other safety requirements identified by DOE;
- 5.9. provide information and access to sites and facilities to assist DOE in its regulatory oversight responsibilities;
- 5.10. coordinate and discuss effective means to ensure that DOE has the necessary level of insight into the activities of Idaho's contractor or partners concerning source, byproduct, and special nuclear material, nuclear facilities, and nuclear activities. Idaho will ensure DOE findings are included in any corrective action plans required of the contractor or partner;
- 5.11. serve as the primary interface between DOE and state and local authorities concerning the NLIC;
- 5.12. advocate on behalf of DOE with state and local authorities, to obtain, on an expedited and prioritized basis, any certificate, right-of-way, permit, lease, or other authorization or benefit relating to the NLIC, to the extent permitted by law; and
- 5.13. seek all necessary appropriations and authorizations from Idaho's legislature to support the NLIC.

6. Safeguards and Security

The parties will cooperate to ensure:

- 6.1. integrated material accountancy systems across NLIC campus tenants;

- 6.2. centralized campus safeguards monitoring;
- 6.3. cybersecurity for integrated nuclear facilities; and
- 6.4. shared Cat-1/Cat-2 security zones.

7. Nuclear Hazards Indemnity

To the fullest extent permitted by law, indemnification under AEA § 170d, 42 U.S.C. § 2210(d), will extend to Idaho, its contractors or partners, NLIC tenants, and any other person who might incur legal liability because of a nuclear incident arising from an NLIC activity.

8. Additional Provisions

- 8.1. This MOU is not a funds obligation document. All activities pursuant to this MOU that require appropriated funds are subject to the availability of those funds, and no provision of this MOU shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341). Funding for the activities related to the NLIC will be provided for in a Host Agreement supplemental to this MOU, as required.
- 8.2. Each Party will utilize its contract policies and procedures when contracting with others in furtherance of its undertakings under this MOU.

9. Terms of MOU

- 9.1. This MOU becomes effective upon the date of the last signature below ("Effective Date") and will remain in effect for thirty (30) years from the Effective Date, unless revised or extended by the Parties in writing. The Parties agree to meet at a reasonable time before expiration of this MOU to consider revising or extending the MOU.
- 9.2. This MOU does not supersede nor modify other memoranda or agreements existing and active between the Parties.
- 9.3. Decisions on disclosure of information to the public under the Freedom of Information Act (5 U.S.C. § 552) and the Idaho Public Records Act (Idaho Code § 74-101, et seq) regarding projects and programs implemented under this MOU and the supplemental Host Agreement will be made following consultation between the Parties.
- 9.4. Nothing in this MOU amends, modifies, or waives any of DOE's existing or future obligations under federal or state law.
- 9.5. This MOU is not intended to provide and shall not be construed to provide a private right or cause of action for or by any person or entity, whether in law or in equity.

9.6. This MOU is not a being a binding agreement that provides any rights, obligations, or remedies.

10. Right to Terminate

Either Party may terminate this MOU if a Host Agreement is not executed by September 30, 2026. Prior to such termination, the Party seeking termination shall provide thirty (30) calendar days advance written notice to the other Party.

11. Modifications

Any modification to this MOU will be executed, in writing, and signed by an authorized representative of each Party.

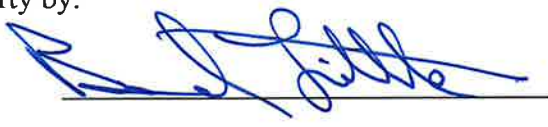
12. Applicable Law

U.S. Federal law governs this MOU for all purposes, including, but not limited to, determining the validity of the MOU, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

13. Signatory Authority

Approved and authorized on behalf of each Party by:

Christopher A. Wright
Secretary of Energy
Department of Energy



Brad Little
Governor
State of Idaho

Date: _____

Date: July 27, 2026