

**Memorandum of Understanding Between the Department of Energy and
the State of West Virginia Concerning**

The Establishment of a Nuclear Lifecycle Innovation Campus in the State of West Virginia

I. 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 West Virginia enters into this MOU in accordance with the West Virginia Radiation Control Act, W.VA. Code §§ 16-27B-1, *et. seq.* DOE and the State of West Virginia 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.* (LLRWPAA).

Activities to implement this MOU will advance several State missions including solidifying West Virginia’s status as a national energy leader by driving the next generation of baseload power innovation; attracting multi-billion-dollar investments to broaden the state and local tax base, funding essential public services and infrastructure upgrades; generating enduring, high-paying jobs for operators, engineers, welders, pipefitters, and skilled tradespeople across the state; repurposing existing energy infrastructure and industrial sites, dramatically lowering capital construction costs and accelerating time-to-power; delivering reliable, high-capacity baseload power needed to draw energy-intensive advanced manufacturing and technology hubs to the state; and ensuring West Virginia’s resources, land, and workforce are directly deployed to build a resilient, self-sustaining economy for its residents.

1.3. Historical Foundation

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

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 recycling facilities, and byproduct exploitation centers with energy-intensive industrial off-takers to support activities across the full nuclear fuel lifecycle, including fuel fabrication, enrichment, reprocessing used nuclear fuel, and disposal of nuclear waste. The shared vision is to fully and safely integrate and close the nuclear fuel cycle in the United States.

1.5. Partnership

To achieve the above vision, the Parties recognize the necessity of a strong, long-term partnership that harmonizes federal technical leadership, regulatory authorization, and stewardship coupled with state-led economic development, workforce, and land-use initiatives. 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, consistent with principles of cooperative federalism, public private partnerships, and protection of public health and the environment.

Hosting a Nuclear Lifecycle Innovation Campus positions the State of West Virginia as a national leader in next-generation energy and advanced manufacturing. This campus can attract billions in long term private and federal investment, create thousands of high-paying jobs across engineering, construction, and operations supporting the entirety of the nuclear fuel cycle, and will facilitate development of clean, baseload power for generations to come.

1.6. Host Agreement

This MOU contains the general provisions and roles and responsibilities for collaboration between DOE and the State of West Virginia 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 execute a Host Agreement which shall address the terms and conditions governing the operation of the NLIC.

- 2.2.** The Host Agreement shall specify the:
- 2.2.1.** financing and capital structure of the NLIC;
 - 2.2.2.** development of nuclear and industrial product lines at the NLIC; and
 - 2.2.3.** development of infrastructure at the NLIC, including for the safe disposal of nuclear waste.
- 2.3.** The Host Agreement shall address the acceptance and management of out-of-state used nuclear fuel, spent nuclear fuel, high-level radioactive waste, and greater than class C radioactive waste.
- 2.4.** The Host Agreement shall be conditioned on the enactment of any new federal and State legislation necessary to support the NLIC.
- 2.5.** The Host Agreement shall address any approvals required under the interstate compact system on low-level radioactive waste.
- 2.6.** The Host Agreement shall address the efficient, predictable, and protective regulatory framework through which activities within the NLIC shall be regulated by NRC, state (including Agreement State), and DOE jurisdiction, consistent with principles of cooperative federalism in a manner that builds and supports public trust and confidence in NLIC activities and operations.

3. Joint Responsibilities

Both Parties will cooperate in good faith to:

- 3.1.** Work collaboratively with local communities, including counties, municipalities, and other governmental entities, to coordinate development activities and ensure robust community engagement and transparency.
- 3.2.** Accelerate the deployment of commercially viable advanced nuclear facilities and products that transform used nuclear fuel and nuclear byproducts from liabilities into strategic assets for industrial, medical, national security, scientific, environmental, and other uses;
- 3.3.** In making 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, to the extent permissible;
- 3.4.** Resolve technical and regulatory issues associated with any of activities contemplated by this MOU;
- 3.5.** Rely on targeted and conditional federal support, subject to the availability of appropriations and statutory authority;

3.6. Provide information and access to sites and facilities to jointly assist DOE and the State in their respective regulatory oversight responsibilities.

3.7. Support the enactment of any federal and state legislation necessary to support the NLIC.

4. DOE Responsibilities

DOE agrees to:

4.1. Except for any specific facilities or activities licensed by the NRC or regulated by the State of West Virginia including through Agreement State regulatory authority from the NRC, provide regulatory oversight and authorization to the State of West Virginia, 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 State, 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 and related services to the NLIC.

4.5. Serve as the primary interface between the State of West Virginia and other federal agencies concerning the NLIC.

4.6. Advocate on behalf of the State of West Virginia with 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, necessary appropriations and authorizations from Congress to support the NLIC.

4.8. 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 but that any such modification would not decrease public and environmental health. Further, the Parties agree that any such facilities at the NLIC in West Virginia shall be licensed by the Nuclear Regulatory Commission and that in no event shall

the licensee be the State of West Virginia.

- 4.9. Provide technical and financial assistance, as necessary and negotiated, to facilitate development of the NLIC.
- 4.10. Concerning matters under the State's jurisdiction, ensure that the State has the same level of insight into the activities of DOE's contractors or partners concerning source, byproduct, and special nuclear material, nuclear facilities, and nuclear activities. DOE will ensure that West Virginia's findings are included in any corrective action plans required of the contractors or partners.

5. State of West Virginia Responsibilities

The State of West Virginia agrees to:

- 5.1. Subject, as necessary to support the objectives of this MOU, lands within West Virginia on which the NLIC is sited to DOE's jurisdiction and sufficient control.
- 5.2. Provide all necessary permits and approvals within its authority to support the establishment and operation of the NLIC, including those pertaining to utilities such as electricity and water.
- 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, and that, in the event of a regulatory conflict, such agencies defer to DOE or NRC, as applicable.
- 5.4. Establish workforce initiatives, including with West Virginia 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 to meet the requirements for both West Virginia and DOE, in a manner that allows 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.
- 5.6. Provide DOE with the necessary technical data and continuing technical support 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 West Virginia, its contractors, agents, and partners.
- 5.8. Ensure that such material, facilities, and activities are managed in compliance with applicable DOE authorizations 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. Ensure that DOE has the same level of insight into the activities of West Virginia, its contractors, agents, or partners concerning source, byproduct, and special nuclear material, nuclear facilities, and nuclear activities. West Virginia will ensure DOE findings are included in any corrective action plans required of such contractors, agents, or partners.
- 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.
- 5.13. Seek all necessary appropriations and authorizations from the West Virginia 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 safeguards monitoring at the NLIC.
- 6.3. Cybersecurity for integrated nuclear facilities.
- 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 the State of West Virginia, 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. Funding for the activities related to the NLIC will be provided for in a Host Agreement supplemental to this MOU, as required. 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 Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti- Deficiency Act (31 U.S.C. § 1341).
- 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, if any.
- 9.3. Decisions on disclosure of information to the public under the federal Freedom of Information Act (5 U.S.C. §552) regarding projects and programs implemented under this MOU and the supplemental Host Agreement will be made following consultation between the Parties.
- 9.4. 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.

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 terminating Party shall provide thirty (30) calendar days advance written notice of such termination to the non-terminating Party.

11. Modifications

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

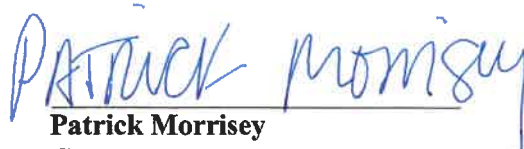
12. Applicable Law

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
Date: 9/2/26


Patrick Morrisey
Governor
State of West Virginia
Date: _____