

MEMORANDUM OF UNDERSTANDING
Among
THE UNITED STATES DEPARTMENT OF ENERGY,
GTI Energy,
and
[NEPA CONTRACTOR]
for
PREPARATION OF AN [TYPE OF NEPA DOCUMENT (EA or EIS)] RELATED TO
THE PROPOSED HyVelocity Hub PROJECT

I. Introduction

This Memorandum of Understanding (MOU) recites the agreements among the United States Department of Energy (DOE), GTI Energy, and [NEPA CONTRACTOR] (the Parties) regarding their responsibilities and relationships as to the preparation of an [NEPA DOCUMENT] related to the proposed HyVelocity Hub project.¹ The [NEPA DOCUMENT] is needed to fulfill DOE's obligations under the National Environmental Policy Act (NEPA), as amended; the Council on Environmental Quality's NEPA regulations (40 CFR Parts 1500-1508); and DOE's NEPA implementing procedures (10 CFR Part 1021). DOE will use the analyses and information in the [NEPA DOCUMENT] and other sources to inform its decision on whether to undertake the DOE Proposed Action [describe the Proposed Action such as execute a lease, issue a site access permit, or enter into a power purchase agreement, permitting authorization, financial assistance, or other legal instrument], or other alternative, with GTI Energy related to the proposed HyVelocity Hub project.

II. Background and Project Description

Under the proposed HyVelocity Hub project, GTI Energy would [e.g., design, construct, and operate] at [LOCATION(s)] to undertake NEPA Analysis Contractual Work for the HyVelocity Hub.

DOE and GTI Energy entered into an [ARRANGEMENT (describe the ARRANGEMENT, for example, negotiation or conditional issuance of a lease, site access permit, power purchase agreement, permitting review, financial assistance, or other legal instrument)] regarding the proposed HyVelocity Hub project on [DATE], and DOE agreed to the [ARRANGEMENT] subject to several conditions. Consistent with the requirements of 40 CFR §1506.1, one of the conditions is that activities subject to the DOE Proposed Action would not proceed for any activity that would have an adverse environmental impact or limit the range of reasonable alternatives, until DOE completes the NEPA process and issues a [Finding of No Significant Impact (FONSI) or Record of Decision (ROD)].

¹ For the purposes of this MOU, DOE considers preparation of the [NEPA Document] to include all required consultations, including but not limited to consultation under Section 7 of the Endangered Species Act and Section 106 of the National Historic Preservation Act.

III. General Provisions

- A. **Basis of the MOU**: DOE enters into this MOU under the authority of section 646 of the Department of Energy Organization Act (Pub. L. 95-91, as amended; 42 U.S.C. §7256). It is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. This MOU is intended solely for the benefit of the Parties and shall not be construed to provide a private right or cause of action for or by any person or entity.
- B. **Supervision and Approval**: DOE will direct the activities of [NEPA CONTRACTOR] to prepare the [NEPA DOCUMENT] and will be solely responsible for deciding on the accuracy, scope and content of these documents as required by 40 CFR §1506.5. These activities include, but are not limited to, preparation of the [NEPA DOCUMENT]; gathering, analyzing, and presenting information in documents and meetings; and arranging for and participating in meetings with and presentations to parties such as federal agencies, state and local agencies, private organizations, Tribes (e.g., federally recognized Indian Tribes, certain Alaska Native entities, and other Indigenous groups) (Tribes), and individuals. DOE's participation in this MOU, direction of [NEPA CONTRACTOR], and supervision of preparation and approval of [NEPA DOCUMENT] does not convey any legal rights or protections or create any legal obligations or employment or other legal relationship with [NEPA CONTRACTOR] or GTI Energy.
- C. **[NEPA CONTRACTOR] Selection**: GTI Energy recommended to DOE that it use [NEPA CONTRACTOR] to prepare the [NEPA DOCUMENT]. The [NEPA CONTRACTOR] provided a disclosure statement to DOE that specifies any financial or other interest in the outcome of the action as required by 40 CFR §1506.5(b)(4). DOE determined, based on information supplied to it by GTI Energy and [NEPA CONTRACTOR] that [NEPA CONTRACTOR] is qualified to perform the necessary services.
- D. **[NEPA CONTRACTOR] Performance**: DOE is responsible for defining the scope of work (SOW) for [NEPA CONTRACTOR's] activities regarding the [NEPA DOCUMENT]. GTI Energy will engage and pay [NEPA CONTRACTOR] directly for performing these activities as specified in the contract between GTI Energy and [NEPA CONTRACTOR]. GTI Energy will be solely responsible for managing [NEPA CONTRACTOR's] performance with respect to budgetary goals presented therein.
- E. **Major Responsibilities of the Parties**:
- 1) DOE shall:
 - a) supervise all substantive phases of the [NEPA DOCUMENT] preparation; independently evaluate the [NEPA DOCUMENT] and be responsible for its accuracy, scope, and content;

- b) designate a NEPA Document Manager to oversee the preparation and review of the [NEPA DOCUMENT]; and
 - c) lead the coordination with federal, state, regional and local agencies, Tribes, and the public to assure that the [NEPA DOCUMENT] adequately reflects input from these entities.
- 2) GTI Energy shall:
- a) provide all needed data and information to [NEPA CONTRACTOR] and DOE.
 - b) work with DOE to assure that [NEPA CONTRACTOR] performs all NEPA activities adequately and effectively.
 - c) review the [NEPA DOCUMENT] for accurate presentation and use of provided data and information.
 - d) monitor [NEPA CONTRACTOR's] adherence to the budgetary and scheduling goals specified in the contract between GTI Energy and [NEPA CONTRACTOR]; and
 - e) protect all confidential, pre-decisional, and deliberative process information and documents it receives or produces in support of the [NEPA DOCUMENT] and interagency consultations from unauthorized public disclosures and submit all information requests from outside entities to DOE for review and written approval before public release. In the event that DOE determines that materials or documents requested to be disclosed are not subject to public disclosure (e.g. privileged or exempt from FOIA), GTI Energy agrees not to release those materials or documents.
- 3) [NEPA CONTRACTOR] shall:
- a) at DOE's direction, assist DOE in preparing or prepare the [NEPA DOCUMENT] in a prompt, efficient and effective manner;
 - b) at DOE's direction, assist DOE in completing other NEPA activities, including but not limited to preparing stakeholder notification letters, press releases, other public notifications, presentations, and coordination letters for DOE; providing technical support during public meetings and hearings; tracking, tabulating, and documenting public and agency comments received during meetings and hearings and proposing initial responses to comments received during public comment periods; establishing and regularly updating a website (any websites developed must satisfy the requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 USC §749d) and its implementing regulations and associated standards) that would include access to all pertinent documents maps, analyses, etc.; printing and distributing copies of NEPA documents; for an EA, providing pdf files for the draft EA (as applicable) and final EA; for an EIS, providing pdf files for the draft and final EIS and Mitigation Action Plan, as applicable, that meet the requirements for filing an EIS with the U.S. Environmental Protection Agency; maintaining an Administrative Record (AR) throughout the period of performance and, providing the AR, as it exists, within one week of a request from DOE; and coordinating with other participants and resource agencies in the NEPA process;
 - c) comply with all applicable NEPA requirements and guidance in performing NEPA activities;

- d) inform both DOE and GTI Energy of any significant or substantive environmental impacts that may affect the NEPA process; and
 - e) protect all confidential, pre-decisional and deliberative process information and documents it receives or produces in support of the [NEPA DOCUMENT] and interagency consultations from unauthorized public disclosures and submit all information requests from outside entities to DOE for review and written approval before public release. In the event that DOE determines that materials or documents requested to be disclosed are not subject to public disclosure (e.g. privileged or exempt from FOIA), [NEPA CONTRACTOR] agrees not to release those materials or documents.
- F. Determination on Findings and Conclusions: In all instances involving questions of content or relevancy of any material, including all statements, data, analyses, and conclusions in the draft or final. GTI Energy, DOE shall make the final determination as to the inclusion or deletion of such material. In the event of a difference of opinion between DOE and [PROJECT PROPONENT] with respect to the content, relevance, or inclusion of any such material, GTI Energy shall be given the opportunity to meet with and present its views to DOE, and DOE shall consider the views of GTI Energy prior to making a decision as to the inclusion or deletion of any such material in the [NEPA DOCUMENT].
- G. Payment of [NEPA CONTRACTOR]: All payments due [NEPA CONTRACTOR] pursuant to the contract between GTI Energy and [NEPA CONTRACTOR] for preparation of the [NEPA DOCUMENT] shall be the sole responsibility of GTI Energy. The terms of the contract shall permit modification in terms of schedule and performance consistent with production of an [NEPA DOCUMENT] satisfactory to DOE and consistent with the requirements of NEPA, as amended.
- H. Schedule: All Parties to this MOU understand the importance of completing the [NEPA DOCUMENT] within the schedule as agreed to by GTI Energy and DOE and consistent with the requirements of NEPA, as amended.
- I. Coordination among GTI Energy, [NEPA CONTRACTOR] and DOE: GTI Energy, [NEPA CONTRACTOR], and DOE shall participate in coordination meetings, as needed and as appropriate, in order to review the status of the preparation of the [NEPA DOCUMENT]. DOE or GTI Energy may work directly with [NEPA CONTRACTOR] without the participation of the other. When significant meetings or conversations occur without the participation of DOE or GTI Energy, [NEPA CONTRACTOR] shall provide notification to the other party. Unless directed in writing to do so by DOE, [NEPA CONTRACTOR] shall not participate in any non-public meetings between the GTI Energy and third parties regarding the Proposed Action.
- J. Other Coordination Requirements: DOE may invite other parties, e.g., a state, Tribal or local agency or other Federal agencies, to participate in preparation of the [NEPA DOCUMENT] as cooperating agencies, or DOE may accept the request of such parties to participate in this manner, in which case, these parties will be included in the [NEPA DOCUMENT] coordination process.

K. Preliminary, Draft and Final Documents: [NEPA CONTRACTOR] shall provide DOE with preliminary drafts of the Draft and Final [NEPA DOCUMENT] and shall ensure that documents and media intended for electronic publication satisfy the requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 USC §749d) and its implementing regulations and associated standards. The Draft and Final [NEPA DOCUMENT] shall be subject to review and revision by DOE; such revisions shall be incorporated by [NEPA CONTRACTOR] to DOE's satisfaction. GTI Energy shall review preliminary drafts of the Draft and Final [NEPA DOCUMENT] prior to DOE's review and provide any corrections to [NEPA CONTRACTOR] and DOE. DOE shall have sole responsibility for the preparation of any [FONSI] or [ROD].

IV. Procedures

A. NEPA Statute, Regulations and Guidance Documents: At a minimum, the following, subject to amendments and revisions, shall be used by [NEPA CONTRACTOR] in the preparation of the [NEPA DOCUMENT] [Tailor the list below by adding others, as appropriate, based on the specifics of the DOE Proposed Action]:

- *National Environmental Policy Act*, as amended.
- Council on Environmental Quality, “*National Environmental Policy Act Implementing Procedures*,” 40 CFR Parts 1500–1508;
- Department of Energy, “*National Environmental Policy Act Implementing Procedures*” 10 CFR Part 1021;
- Department of Energy, “*Compliance with Floodplain and Wetland Environmental Review Requirements*,” 10 CFR Part 1022;
- Council on Environmental Quality, Notice of Interim Guidance, National Environmental Policy Act Guidance on Consideration of Greenhouse Gas Emissions and Climate Change, 88 Fed. Reg. 1,196 (Jan. 9, 2023).

B. Federal Environmental Statutes: At a minimum, the following Federal environmental statutes shall be considered by [NEPA CONTRACTOR] in preparation of the [NEPA DOCUMENT] [Tailor the list below by adding or deleting, as appropriate, based on the specifics of the DOE Proposed Action]:

- Bald and Gold Eagle Protection Act, as amended;
- Clean Air Act, as amended;
- Clean Water Act, as amended;
- Coastal Zone Management Act of 1972, as amended;
- Endangered Species Act of 1973, as amended;
- Fish and Wildlife Coordination Act of 1934, as amended;
- Migratory Bird Treaty Act, as amended;
- National Environmental Policy Act, as amended;
- National Historic Preservation Act of 1966, as amended;
- Resource Conservation and Recovery Act of 1975, as amended;

- Safe Drinking Water Act of 1974, as amended;
- Uranium Mill Tailings Radiation Control Act, as amended; and
- Wild and Scenic Rivers Act of 1968, as amended.

DOE shall determine, with assistance from GTI Energy if requested, whether any other Federal statutes or regulations apply to the DOE Proposed Action or to any alternative required to be analyzed in the [NEPA DOCUMENT]. [NEPA CONTRACTOR] shall take into account the effects of such requirements in its analysis of the impacts on the environment.

- C. Permits: GTI Energy is responsible for obtaining all required permits for the proposed HyVelocity Hub project. GTI Energy shall coordinate with [NEPA CONTRACTOR] and DOE to provide permit information necessary for preparation of the [NEPA DOCUMENT].

V. Terms of the MOU

This MOU is effective upon the date of signature of all Parties. The Parties agree that this MOU will remain in effect until the occurrence of one of the following events, whichever occurs first: a) [NEPA CONTRACTOR] has completed the work specified in the contract between GTI Energy and [NEPA CONTRACTOR], and DOE has issued a [ROD or FONSI]; b) cancellation of the [ARRANGEMENT] by DOE for any reason; or c) mutual written agreement of the Parties to terminate the MOU. In the event that an EA is prepared, and based on the analysis, DOE determines that an EIS is necessary, the Parties may determine to amend the current MOU or enter into a new MOU.

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to: (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

GTI Energy:

[NEPA CONTRACTOR]:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DOE:

Signature: _____

Name: _____

Title: _____

Date: _____