

Memorandum of Understanding Between

Battelle Energy Alliance, LLC

and

Utah Office of Energy Development

Advanced Nuclear Energy Research, Development, Deployment, and Workforce Development

The purpose of this MEMORANDUM OF UNDERSTANDING (MOU), contemplated by **Utah Office of Energy Development (OED)**, having offices at 288 North 1460 West, Fourth Floor, Salt Lake City, UT 84116 and **Battelle Energy Alliance, LLC (BEA)**, the management and operating contractor of the Idaho National Laboratory (INL) under Contract Number DE-AC07-05ID14517 (DOE Prime Contract) with the United States Department of Energy (DOE), with principal offices located at 2525 North Fremont Avenue, Idaho Falls, ID 83415-1303 (referred to collectively as, the "Entities").

Purpose: The purpose of the MOU is to create a structural, interdisciplinary collaboration between the State of Utah and BEA/INL to address emerging energy needs, including a focus on advanced nuclear and energy innovation, and to establish a framework for scientific and technological cooperation in the field of advanced research, development and deployment, and workforce development in these areas to realize a safe, secure, competitive and resilient energy future. Collaborative areas will include engineering and materials research, data science for applied energy development, and infrastructure security. *It is the state's intent to create and operate the State of Utah wholly owned research collaborative, Utah Advanced Nuclear and Energy Institute (UANEI, or "Institute"), as defined in Appendix A, to support cross-university and BEA's collaboration to elevate and advance needed research and bring relevant technologies to market.* BEA's engagement and collaboration supports these areas and can efficiently advance the mission of BEA and the state.

1. Activities: The Entities seek mutually acceptable endeavors which might include collaboration in the following areas:

- Research collaboration in areas of mutual interest to advance specified areas of research
- Collaboration with institutions of higher education in exchange of academic materials which are made available to parties in the pursuit of related academic research grants, development through competitive processes, and for purposes of collaborative research, development and demonstration

- Cooperation in the pursuit of grants to advance specified scientific research, including pursuing funding opportunities from the DOE Energy Frontiers Research Centers (ERC) research program.
- Cooperation and collaboration on symposia, seminars, and conferences.
- Collaboration to support the commercialization of technologies relevant to the Institute's mission
- Collaboration to support highly skilled talent development relevant to the Institute's mission

Specific Research Activities: This MOU focuses on the following subject areas as they are consistent with the Institute's mission:

- Nuclear Engineering and Science
- Civil, Mechanical, Electrical, and Systems Engineering related to nuclear energy
- Advanced Materials and Critical Minerals
- Computational Science for Advanced Nuclear Reactors
- Integrated Energy Systems

Before any exchanges of personnel, proprietary/confidential information, the undertaking of joint or separate research & development projects, or other collaborative efforts that may be identified, the Entities intend to first enter a separate, formally executed agreements having mutually acceptable terms and conditions, and which may be subject to DOE review and approval with respect to BEA's participation.

2. Principles of the Relationship:

a. Independent Entities: The Entities understand that nothing contained herein is intended to authorize either Entity to bind or act for or assume any obligations or responsibilities on behalf of the other Entity. The Entities do not intend for this MOU to create responsibility or liability for any indebtedness or obligation of the other Entity. This MOU is not intended to create a partnership, joint venture, alliance or any other affiliation between the Entities.

b. Liability: In no event is this MOU to be construed such that either Entity is liable to the other Entity or their affiliates or other entities for loss of profits, loss of products, loss of use or for indirect, consequential or special damages.

3. Consent: This MOU is not intended to commit nor obligate either Entity to provide any products, or perform any services, or accept any responsibilities, without the other Entity's prior written consent.

4. Responsibilities: Each Entity is to remain responsible for its respective costs, risks, and liabilities associated with or arising from this MOU except as may be otherwise agreed in a separate formal mutually acceptable written agreement.

5. Term: Cooperative activities under this MOU may commence upon the last signature below of the Entities and will continue for five (5) years, unless earlier discontinued by the Entities or extended in writing by the Entities. This MOU may be discontinued at any time by mutual written consent of the Entities. Alternatively, an Entity that wishes to discontinue its participation in this MOU should endeavor to provide at least sixty (60) days advance written notice to the other Entity.

6. Nature of MOU: Notwithstanding any other clause of this MOU, the Entities understand and acknowledge: (1) that this MOU is non-binding and not contractual in nature; (2) activities under this MOU should be conducted in accordance with all

applicable laws, regulations, and other requirements to which the Entities are subject; and (3) to the extent any of the clauses and provisions of this MOU conflict with the terms of BEA's DOE Prime Contract, the terms of the DOE Prime Contract prevail, with respect to BEA.

7. Intellectual Property: The Entities do not intend, or expect, to create intellectual property under this MOU. If it appears that cooperative activities under this MOU may result in the creation of intellectual property, the Entity should enter into a written agreement.

8. Assignment: The Entities understand that BEA may assign this MOU without prior consent to DOE or its designee.

9. Complete MOU: This MOU contains all of the understandings of the Entities and supersedes and replaces any previous understandings between the Entities regarding the subject matter of this MOU.

10. Application of Export Laws: The Entities acknowledge that information exchanged under this MOU may be subject to U.S. export control laws that prohibit or restrict (i) transactions with certain persons, and (ii) the type and level of technologies and services that may be exported. These laws include the Arms Export Control Act, the Export Administration Act, the International Emergency Economic Powers Act, the Atomic Energy Act and regulations issued pursuant to these, including the Export Administration Regulations (EAR) (15 CFR Parts 730-774), the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130), and the Nuclear Regulatory Commission and Department of Energy export regulations (10 CFR Parts 110 and 810). Export control requirements may change and export of goods and/or technical data from the U.S. without an export license or other appropriate governmental authorization may result in criminal liability. Each Entity is responsible for its own compliance with laws and regulations governing export.

An Entity receiving information is responsible for (1) ensuring the export, re-export, or transfer of information (or any product, process, or service resulting directly there from) directly or through its agents or affiliates is authorized under U.S. law, including, U.S. economic sanctions and embargoed country restrictions; (2) obtaining any required U.S. governmental authorization prior to such export, re-export or transfer; and (3) complying with all regulatory recordkeeping requirements for such export, re-export or transfer. Each Entity acknowledges that it can contact the U.S. Departments of Commerce, State, Energy and Treasury for guidance as to applicable licensing requirements and restrictions.

11. Notices: All written communication and notices to be submitted between the Entities are to be sent to the following respective addresses:

Battelle Energy Alliance, LLC

Contact: Laura S. Nelson
2525 North Fremont Avenue
P.O. Box 1625, MS 3650
Idaho Falls, ID 83415-3650
E-mail: Laura.Nelson@inl.gov
Phone: (801) 419-2787

Utah Office of Energy Development

Contact: Emy Lesofski
288 North 1460 West, Fourth Floor
Salt Lake City, UT 84116
Email: emylesofki@utah.gov
Phone: (801) 473-0741

With a Copy to:

Jennifer H. Hoggard
Battelle Energy Alliance, LLC
2525 North Fremont Avenue
P.O. Box 1625, MS 1303
E-mail: Jennifer.Hoggard@inl.gov
Phone: (208) 526-6949

With a Copy to:

E-mail:
Phone:

or any other address of which either Entity notifies the other Entity in writing.

This MOU was signed April 28th, 2025 by the following:

Emy Lesofski - Director, Utah Office of Energy Development

John C. Wagner - Laboratory Director, Battelle Energy Alliance, LLC

Signatures have been omitted for security purposes