

**Memorandum of Understanding Between the Department of Energy and
the State of Tennessee Concerning
The Nuclear Lifecycle Innovation Campus in Tennessee**

WHEREAS, the Department of Energy and the State of Tennessee are committed to implement the policies of the United States under the leadership of President Trump for energy independence, a reduction of dependencies on foreign adversaries, the development of nuclear energy and the nuclear fuel cycle to the fullest possible extent, and an onshoring of technologies necessary to position the United States for energy dominance;

NOW THEREFORE, the Department of Energy and the State of Tennessee hereby agree as follows:

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 Tennessee (Tennessee or state) enters into this MOU in accordance with the Constitution of the State of Tennessee. DOE and Tennessee 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 final 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.* (NWPAA); 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 Tennessee missions including: economic development resulting in high wages, sustainable careers for Tennesseans, workforce development and the evolution of career and technical education in Tennessee, and responsible and economically viable energy production in Tennessee.

1.3. Historical Foundation

The Parties recognize their history of successful collaboration in advancing the Nation's national security and energy needs by addressing the Nation's most challenging scientific issues. From the Manhattan Project to the groundbreaking research conducted at Oak Ridge National Laboratory, including leadership in high-performance computing and energy innovation, this partnership has helped shape the Nation's scientific and technological capabilities. For more than eight decades, Tennessee and the Department of Energy (including its predecessor agencies) have worked together to support national security, strengthen American competitiveness, and expand the frontiers of discovery. Building on this shared legacy, the Parties remain committed to advancing solutions that promote economic prosperity, energy resilience, scientific excellence, and the well-being of future generations. Leveraging this foundation, this MOU confirms the agreement of the Parties to expand their partnership by establishing a Nuclear Lifecycle Innovation Campus (NLIC) in Tennessee.

1.4. Vision

Securing American energy dominance requires a transition from isolated nuclear projects to an integrated, multi-participant 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 through co-locating front-end fuel capabilities, advanced reactors, advanced processing and recycling facilities, byproduct capture, and residual beneficiation facilities with energy-intensive industrial off-takers to support activities across the full nuclear fuel lifecycle. This vision is in accordance with DOE's Request for Information regarding NLIC and the State of Tennessee's response submitted on 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, environmental stewardship, 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 fully realize the NLIC.

Hosting a full-scale NLIC positions Tennessee as a national leader in next generation energy and advanced manufacturing. These campuses can attract billions of dollars in long term private and federal investment, create thousands of high-paying jobs across engineering, construction, and operations supporting the full nuclear lifecycle.

1.6. Host Agreement

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

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 be conditioned on the enactment of any new federal and state legislation necessary to support the NLIC.
- 2.3.** The Host Agreement shall identify any federal and state funding streams necessary to support the NLIC.
- 2.4.** The Host Agreement shall, in collaboration with other Nuclear Lifecycle Innovation Campuses, provide for the receipt of in-state and out-of-state used nuclear fuel, spent nuclear fuel, and high-level radioactive waste and, to the maximum extent feasible, such material shall be reprocessed or otherwise recycled for beneficial purposes. Any such receipt or disposition shall be subject to and conditioned upon the satisfaction of Sections 2.2 and 2.3, shall occur pursuant to the terms and conditions established in the Host Agreement, and shall be in accordance with federal law and Sections 1.4, 4.10, 5.5, and 9 of this MOU.
- 2.5.** The Host Agreement shall specify the:
 - 2.5.1.** financing and capital structure of the NLIC;
 - 2.5.2.** privately-led development of nuclear and industrial product lines at the NLIC; and
 - 2.5.3.** the development, to enable product lines, of infrastructure at the NLIC including, but not limited to, facilities for the final disposition of nuclear material on land within Tennessee.

3. Joint Responsibilities

Both parties will cooperate in good faith to:

- 3.1.** accelerate 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.** in making siting or funding decisions with respect to activities or facilities related to or useful to the nuclear fuel cycle, grant a preference to activities or facilities located at a NLIC;
- 3.3.** resolve technical and regulatory issues associated with any of activities contemplated by this MOU;
- 3.4.** rely on targeted, conditional, federal support, subject to the availability of appropriations and statutory authority; and

3.5. support enactment of any new 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 Nuclear Regulatory Commission (NRC) or an NRC Agreement state authority, provide regulatory oversight and authorization to Tennessee, NLIC participants, 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 Part 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 Tennessee, NLIC participants, and their contractors or partners, including through DOE's National Laboratories;
- 4.3. utilize, as necessary, 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 services related to the NLIC;
- 4.5. leverage its existing authority, as necessary and agreed upon by the Parties, to promote the transfer of DOE-owned property to expand the NLIC;
- 4.6. serve as the primary, though non-exclusive, interface between Tennessee and other federal agencies concerning the NLIC;
- 4.7. advocate on behalf of Tennessee and the NLIC participants 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, including seeking inclusion of the NLIC in the FAST-41 permitting process with DOE as the project sponsor, to the extent permitted by law;
- 4.8. pursue, in coordination with the Office of Management and Budget, all necessary appropriations and authorizations from Congress to support the NLIC;
- 4.9. fully participate in stakeholder engagement in the state's efforts regarding NLIC activities and collaboration-based siting; and

- 4.10** maintain responsibility under the NWPA and other applicable federal authorities for the development and long-term operation and security of facilities for the storage and permanent disposal of residual and associated nuclear materials, even if contracting for such activities. The Parties understand that enactment of new federal legislation may modify this responsibility; however, the Parties agree that any such facilities on land in Tennessee shall be licensed by the NRC and that in no event shall the licensee be the State of Tennessee.

5. Tennessee Responsibilities

Tennessee agrees to:

- 5.1.** subject, or facilitate the subjection of, the NLIC to DOE's or NRC's regulatory control to the extent DOE authorization or NRC licensing is sought, except for facilities or activities licensed by Tennessee under its Agreement State authority;
- 5.2.** promptly process all necessary permits and licensure applications in accordance with state law to support the establishment and operation of the NLIC;
- 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 avoids conflicts with DOE or NRC jurisdictions;
- 5.4.** expand workforce initiatives, including with Tennessee 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 allows each Party to manage its responsibilities in accordance with its own authorities and processes, and is consistent with applicable laws and requirements, including, but not limited to, 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 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 Tennessee's contractors and partners;
- 5.8.** ensure that such material, facilities, and activities are managed in compliance with applicable DOE authorization and other safety requirements identified by DOE;
- 5.9.** facilitate the provision of 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 Tennessee's contractors or partners concerning source, byproduct, and special nuclear material, nuclear facilities, and nuclear activities. Tennessee 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. Designate a primary point of contact to interface between DOE and state and local authorities concerning the NLIC;
- 5.12.** work with local authorities when DOE applies 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 Tennessee's legislature to support the NLIC; and
- 5.14.** conduct stakeholder engagement relative to the activities of the NLIC.

6. Safeguards and Security

The Parties will cooperate to ensure or facilitate:

- 6.1.** integrated material accountancy systems across NLIC campus participants;
- 6.2.** centralized campus safeguards monitoring;
- 6.3.** cybersecurity for integrated nuclear facilities; and
- 6.4.** exploration of shared Category I/Category II (as defined in NE O 470.1) security areas to maximize efficient security, to be determined in the Host Agreement.

7. Nuclear Hazards Indemnity

To the fullest extent permitted by law, indemnification under AEA § 170d, 42 U.S.C. § 2210(d), will extend to Tennessee, its contractors or partners, NLIC participants, 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).
- 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.** Nothing in this MOU alters, amends, modifies, or waives any of DOE's existing or future obligations under federal or state law and applicable permits, including, but not limited to: the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); Resource Conservation and Recovery Act (RCRA); Clean Water Act (CWA); Clean Air Act (CAA); Hazardous Materials Transportation Act (HMTA); AEA; the Tennessee Air Quality Act, Tenn. Code Ann. §§ 68-201-101 to -122; the Water Quality Control Act of 1977, Tenn. Code Ann. §§ 69-3-101 to -148; the Tennessee Solid Waste Disposal Act, Tenn. Code Ann. §§ 68-211-101 to 68-211-124; the Tennessee Hazardous Waste Management Act, Tenn. Code Ann. §§ 68-212-101 to -121; radiological health regulations; and transportation regulations. The parties recognize that the Host Agreement may include mutually agreed-upon provisions that streamline the Parties' responsibilities in these areas.
- 9.3.** This MOU does not supersede nor modify other memoranda or agreements existing and active between the Parties, including, but not limited to, Oak Ridge's Federal Facility Agreement, Environmental Surveillance and Oversight Agreement, Site Treatment Plan for Mixed Wastes; Oak Ridge Reservation Polychlorinated Biphenyl Federal Facilities Compliance Agreement; *In the matter of United States Department of Energy* Case No. DOR25-0023; *In the matter of United States Department of Energy* Case No. HWM25-0028. The parties recognize that the Host Agreement may include mutually agreed-upon provisions that streamline the Parties' responsibilities in these areas.
- 9.4.** Decisions on disclosure of information to the public under the Freedom of Information Act (5 U.S.C. §552) or the Tennessee Public Records Act (Tenn. Code Ann. §§ 10-7-501 et seq.) regarding projects and programs as envisioned by this MOU and implemented under the Host Agreement will be made following consultation between the Parties.
- 9.5.** Nothing in this MOU shall be construed as altering, amending, or terminating any legally binding agreements between the state and the Department of Energy.
- 9.6.** This MOU is not a legally binding agreement or contract and none of its provisions create rights, obligations, or remedies in law or in equity for the Parties. In addition, 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. Termination

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.

11. Modifications

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

12. Applicable Law

To the extent allowed by 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:

Chris Wright

Christopher A. Wright
Secretary of Energy
Department of Energy

Bill Lee

Bill Lee
Governor
State of Tennessee

Date: 07/27/26

Date: 7/27/26