Dated: June 30, 2026.

Stephanie J. Bost,

Alternate OSD Federal Register Liaison Officer, Department of Defense.

[FR Doc. 2026–13514 Filed 7–2–26; 8:45 am]

BILLING CODE 6001–FR–P

DEPARTMENT OF EDUCATION

[Docket No.: ED–2026–SCC–1354]

Foreign Gifts and Contracts Disclosures; Correction

AGENCY: Federal Student Aid (FSA), Department of Education (ED).

ACTION: Correction Notice.

SUMMARY: On June 29, 2026, the U.S. Department of Education published a 30-day comment period notice in the **Federal Register**. The PRA Coordinator, Strategic Collections and Clearance, Office of the Chief Data Officer, Office of Planning, Evaluation and Policy Development, hereby issues a correction notice as required by the Paperwork Reduction Act of 1995.

SUPPLEMENTARY INFORMATION:

Correction

In the **Federal Register** of June 29, 2026, in FR Doc. 2026–13078, on page 39088, in the second column, correct the ''Dates'' caption to read:

DATES: Interested persons are invited to submit comments on or before July 29, 2026.

Dated: July 1, 2026.

Ross Santy

Chief Data Officer, Office of Planning, Evaluation and Policy Development.

[FR Doc. 2026–13605 Filed 7–2–26; 8:45 am]

BILLING CODE 4000–01–P

DEPARTMENT OF ENERGY

[DOE–HQ–2025–0175]

Implementing Voluntary Agreements Under the Defense Production Act

AGENCY: Office of Nuclear Energy, U.S. Department of Energy (DOE).

ACTION: Notice of availability.

SUMMARY: On October 23, 2025, the Department of Energy held a public meeting to discuss the development of voluntary agreements and plans of action under the Defense Production Act. As part of that meeting, a draft voluntary agreement was released to the accompanying docket and published in the **Federal Register** for comment. This notice publishes the ''Nuclear Fuel Cycle Consortium'' Voluntary Agreement approved by the Secretary of Energy, after consultation by the Attorney General and Chairman of the Federal Trade Commission.

FOR FURTHER INFORMATION CONTACT: Ms. Sarah McPhee Charrez, U.S. Department of Energy, 1000 Independence Avenue SW, Washington, DC 20585. Telephone: (202) 587–1092. Email: *DPA consortium@nuclear.energy.gov.*

SUPPLEMENTARY INFORMATION:

Authority and Background

On August 25, 2025, the Department of Energy (''DOE'') published an interim final rule to codify standards and procedures for developing and implementing voluntary agreements pursuant to section 708 of the Defense Production Act of 1950 (''DPA''), Public Law 81–774 (Sept. 8, 1950) (codified at 50 U.S.C. 4558). *See* 90 FR 41279. As explained in that interim final rule, DOE's procedures were developed in accordance with the DPA statute and are consistent with recent Executive orders related to nuclear energy and a Presidential declaration of a national energy emergency. *See* Executive Order (E.O.'') 14302 (Reinvigorating the Nuclear Industrial Base), 90 FR 22595 (May 29, 2025) and E.O. 14156 (Declaring a National Energy Emergency), 90 FR 8433 (Jan. 29, 2025). E.O. 14302 charges DOE with developing and maintaining a resilient, secure, and sustainable nuclear fuel supply chain, from mining through the management of spent nuclear fuel and high-level radioactive waste, for purposes of national security and energy independence.

Consistent with this charge, the DPA, and DOE's related rule, DOE held a public meeting on October 23, 2025, to discuss the development of voluntary agreements and plans of action pursuant to section 708 of the DPA. *See* 90 FR 48268 (Oct. 15, 2025). At that meeting, DOE presented for discussion and comment a draft voluntary agreement concerning the nuclear fuel cycle that set out the broad framework to be followed with respect to furthering the goals of E.O. 14302. That draft agreement was placed in the public docket and made available for public comment. DOE also reproduced that draft agreement in the **Federal Register** and solicited further public comment. *See* 90 FR 51208 (Nov. 17, 2025).

In response to the posting of the draft voluntary agreement, DOE received several comments offering suggested changes to the draft—both specific line edits and general conceptual suggestions. Comments were received from the following individuals and entities:

Commenters comment ID No.	Type of commenter
Greg Czyryca, DOE–HQ–2025–0175–0012	Individual.
Donivan Porterfield (''Porterfield''), DOE–HQ–2025–0175–0013	Individual.
Anonymous 1, DOE–HQ–2025–0175–0014	Individual.
Ziqin (Joseph) Ding (''Ding''), DOE–HQ–2025–0175–0015	Individual.
Anonymous 2, DOE–HQ–2025–0175–0016	Individual.
Anonymous 3, DOE–HQ–2025–0175–0017	Individual.
DISA Technologies, Inc. (''DISA''), DOE–HQ–2025–0175–0018	Advanced technology company.
Center for Regulatory Freedom (''CRF''), DOE–HQ–2025–0175–0019	Non-Governmental Organization.
SuperCritical Technologies (''SCT''), DOE–HQ–2025–0175–0021	Uranium-sourcing company.

While some of the comments were expressions of support for DOE's efforts, others offered specific suggestions for DOE to consider. DOE has carefully considered the suggestions and has decided to adopt some of the suggested changes while declining to adopt others.[1] In particular, DOE has decided to adopt a number of the suggestions made by Porterfield that help clarify specific points within the Voluntary Agreement. These suggestions were:

1. Under Section I (Preface), DOE is adopting the suggestion that it emphasize that E.O. 14302 focuses on ensuring the national *defense* security of the United States through its invoking of

[1] DOE also made certain organizational adjustments to provide some additional flexibility in implementing the various activities that would follow from any subsequent plans of action that may be developed.

section 708 of the DPA. (Emphasis added.)

2. Under the section covering Information Management and Responsibilities, DOE is adopting the suggestion that it include the phrase ''and information'' under Item 1 to clarify that appropriate safeguards will apply to Participant use and dissemination of other Participants' data *and information.* (Emphasis added.)

3. Within the Oversight section of the Voluntary Agreement, first paragraph, DOE is adopting the suggestion that it include the phrase ''and information'' at the end of the second sentence to clarify that a review of proposed actions will include the provision of data *and information.* (Emphasis added.)

In response to suggestions from CRF and SCT, DOE has also added language regarding information sharing as part of its Committee Governance provision under the agreement's Documentation & Recordkeeping section to help improve data sharing protections. These adopted provisions will be incorporated into the Documentation & Recordkeeping section and will require the use of password protection on shared documents containing sensitive information and limiting committee record access within DOE to specific individuals (*e.g.* the Consortium Secretariat).

Regarding the remaining comments for which suggestions were made, these are addressed in the next section and organized by commenter.

Commenter Czyryca

Commenter Czyryca suggested broadening the scope to provide anti-trust protection or guidance with respect to ''classified information.'' (Czyryca at 1)

DOE Response

DOE revised the Voluntary Agreement, including through the addition of appendices that address a variety of subjects. Among these appendices, DOE included language regarding the treatment of confidential information. DOE will evaluate the appropriateness of applying one of these exemptions consistent with its current procedures and the applicable law. With respect to anti-trust protection, the Voluntary Agreement includes an explicit provision detailing the application of anti-trust defenses. The availability of these defenses to individual participants to a given Voluntary Agreement or Plan of Action is governed and set out by statute.

Commenter Ding

Commenter Ding supported DOE's efforts and suggested that additional clarity be provided to ensure that the anti-trust safe harbor be tightly cabined to ''pro-competitive'' ''resilience-enhancing conduct'' and does not inadvertently create a privileged status for large entities. In so doing, Commenter Ding suggested that DOE include more explicit criteria for Participant selection and for Committee and Plan of Action scope decisions to reduce perceptions of favoritism and to strengthen the administrative record. Commenter Ding also suggested that DOE should commit to baseline confidentiality, aggregation, and ''need-to-know'' principles, with a clear default against exchanging price, bid, output, or customer-allocation information unless DOJ/FTC approve a narrow exception. Finally, Commenter Ding suggested that DOE should address the participation of small entities by encouraging the Plans of Action to provide scalable compliance expectations and technical support so that rebuilding domestic capacity does not consolidate the market or exclude emerging suppliers. In his view, these adjustments would preserve the Voluntary Agreement's emergency-response value while ensuring it remains the least-anticompetitive tool reasonably available consistent with section 708 of the DPA. (Ding at 1)

DOE Response

DOE appreciates the concerns noted by the commenter. As a general matter, the Voluntary Agreement is intended to foster a close working relationship between DOE and the Participants—under the supervision of the DOJ and FTC. With the involvement of the DOJ and FTC throughout the process in developing and implementing the Voluntary Agreement and subsequent Plans of Action, potential anti-trust issues will be addressed during that process. The oversight provided by the DOJ and FTC aligns with the safeguards provided under 50 U.S.C. 4558, such as requiring that a voluntary agreement cannot become effect until the Attorney General (after consultation with the Chairman of the Federal Trade Commission) finds (in writing) that to meet the purpose of helping provide for the national defense, such purpose may not reasonably be achieved through a voluntary agreement or plan of action having less anticompetitive effects. (*See* 50 U.S.C. 4558(c)(1) and (f)(1)(B)). Regarding the issue of entity participation, DOE notes that 50 U.S.C. 4551 provides for small business concerns to be given the maximum opportunity to participate in advisory committees as may be established under the DPA. (*See* 50 U.S.C. 4558(c)). To this end, DOE notes that the Voluntary Agreement includes governance oversight provisions focusing on seeking participation from a broad cross-section of the industry, including small business entities. Specifically, the Information Management & Responsibilities section of the final version of the Voluntary Agreement addresses these types of logistical and organizational concerns. DOE also notes that in accordance with the DPA, small business concerns shall be given the maximum practicable opportunity to participate as contractors, and subcontractors at various tiers, in this program concerning the nuclear fuel cycle to maintain and strengthen the Nation's industrial base and technology base. (*See* 50 U.S.C. 4558(a)).

Anonymous 2

The commenter inquired whether ''non-confidential'' notice can be provided before competitive information is shared so that participants can decline to receive that information. (Anonymous 2 at 1).

DOE Response

DOE appreciates the issue raised by the commenter but notes that the suggested approach would pose practical problems that would hinder the collaborative nature of the process. DOE also notes that the final version of the voluntary agreement contains provisions addressing information management and accompanying responsibilities and believes that section will effectively address potential information-sharing concerns.

DISA

DISA suggested that DOE ensure that remediation driven uranium recovery, legacy waste processing, and recycling of previously mined materials are explicitly recognized within the scope of covered fuel-cycle activities under the Voluntary Agreement. It also expressed its support for establishing coordinated Plans of Action. (DISA at 1).

DOE Response

DOE notes that these types of specific issues are intended to be addressed through the individual committees covering specific sections of the nuclear fuel cycle. To help meet the objectives of E.O. 14302, DOE has established individual committees to address the different technical aspects of the nuclear fuel cycle, namely—Mining & Milling; Enrichment; Conversion; Fabrication & Deconversion; Recycling & Reprocessing; Utilities; and Reactors. DOE is also examining long-term, crosscutting issues that affect the domestic nuclear fuel cycle while supporting the technical committees' plans of action. With respect to DISA's specific suggestion, DOE anticipates that the specific Recycling & Reprocessing Committee handling spent nuclear fuel recycling and reprocessing will address these issues in greater detail.

CRF

CRF generally supported DOE's efforts in using a voluntary agreement as a tool for coordinated industry action, provided it is structured with clarity, transparency, and ''disciplined respect'' for statutory limits. To this end, CRF broadly suggested that DOE strengthen the voluntary agreement by clarifying or otherwise enhancing definitions, procedural steps, and transparency. (CRF at 4).

DOE Response

As noted earlier, DOE made certain changes in response to CRF's concerns related to information security. DOE also notes that many of the issues noted by CRF are addressed in the Voluntary Agreement's Committee Governance provisions addressing the conduct of meetings in the context of addressing transparency and confidentiality issues. The Committee Governance section also addresses Committee jurisdictional issues, procedures for verifying compliance, the reviewing of records, and the handling of potential deviations. DOE also expects these issues to be addressed as part of the individual Plans of Action that may develop from each Committee. With regard the articulation of membership criteria, which CRF urged DOE to ensure are transparent and objective, DOE believes the current set of requirements are sufficient in that they set out specified criteria for participation.

SCT

SCT offered suggestions that included: replacing the use of the term ''mining'' with ''uranium sourcing'' along with an appropriate definition for that new term; explicitly recognizing water-based engineered, and future extraction methods in the Agreements; establishing standing subcommittees and pilot plans of action for non-traditional sourcing; implementing tiered data sharing with intellectual property protection (including through the use of explicit FOIA-related ''carve-outs'') to encourage pre-commercial participation; incorporating execution milestones, funding, and regulatory fast-lanes to accelerate operational readiness; and integrating explicit language requiring cross-sector integration plans of action (to include shared data frameworks, multi-stage planning exercises, and coordinated capacity forecasts). (SCT at 1). SCT also offered additional specifics based on these broader suggestions. (SCT at 2–4).

DOE Response

DOE has carefully considered the suggestions offered by SCT and as noted at the beginning of this discussion, DOE has adopted one of these suggestions to help improve the management of information sharing activities under the Voluntary Agreement. However, DOE is declining SCT's suggestion that specific carve-out language related to exempt information under the Freedom of Information Act (''FOIA'') be added to include ''pre-commercial proprietary process parameters and intellectual property'' in addition to ''classic trade secrets.'' In DOE's view, this type of information would be treated in a manner consistent with the exemptions offered under FOIA's legal framework and DOE's related disclosure regulations under 10 CFR part 1004. With respect to the remaining suggestions, these items are generally either anticipated to be addressed at the specific Committee levels handling individual topic areas or are already addressed by statute, such as the use of the term ''Plan of Action.'' *See* 50 U.S.C. 4558(b)(2) (providing that ''[t]he term ''plan of action'' means any of 1 or more documented methods adopted by participants in an existing voluntary agreement to implement that agreement''). DOE expects each Plan of Action to be an implementation document for execution by the participating entities. With respect to the use of the term ''uranium sourcing,'' DOE will consider its use as appropriate within the context of the relevant.

Finally, DOE also received a submission characterized as a ''Petition to Correct Procedural and Analytical Deficiencies and to Reissue the Rule Through Notice-and Comment.'' [2] As DOE's notice of availability sought public input on the draft voluntary agreement and did not seek to reopen or address aspects related to the August 25, 2025, interim final rule concerning the standards and procedures for developing and implementing voluntary agreements under the DPA, whose comment period closed on September 24, 2025, we do not address the substance of that submission.

The text of the final version of the Voluntary Agreement that integrates those suggestions from commenters that were adopted by DOE follows at the end of this document.

Signing Authority

This document of the Department of Energy was signed on June 2, 2026, by Theodore Garrish, Assistant Secretary for Nuclear Energy, pursuant to delegated authority from the Secretary of Energy. The document with the original signature and date is maintained by DOE. For administrative purposes only, and in compliance with requirements of the Office of the Federal Register, the undersigned DOE Federal Register Liaison Officer has been authorized to sign and submit the document in electronic format for publication, as an official document of the Department of Energy. This administrative process in no way alters the legal effect of this document upon publication in the **Federal Register**.

Signed in Washington, DC, on June 30, 2026.

Treena V. Garrett,

Federal Register Liaison Officer, U.S. Department of Energy.

Set forth below is the full text of the final version of the Voluntary Agreement.

Defense Production Act, Section 708 Voluntary Agreement

Department of Energy Nuclear Fuel Cycle Consortium

April 2026

I. Preface

This Voluntary Agreement (''Agreement'') is entered into pursuant to section 708 of the Defense Production Act (DPA) of 1950, as amended (50 U.S.C. 4558), and under the authority and supervision of the United States Department of Energy (DOE), Office of Nuclear Energy, after consultation with the Attorney General of the United States (Attorney General) and the Chairman of the Federal Trade Commission (FTC). This Agreement is established in furtherance of the goals set forth in Executive Order (E.O.) 14302, ''Reinvigorating the Nuclear Industrial Base,'' signed May 23, 2025, directing DOE to develop and maintain a resilient, secure, and sustainable nuclear fuel supply chain, from mining through waste management, for purposes of national defense and energy independence. The activities contemplated by this Agreement are limited to those necessary to strengthen the domestic nuclear industry, at the sole determination of DOE, the Department of Justice (DOJ), and the FTC.

This Agreement affords Participants a defense to any civil or criminal action

[2] See Docket ID No. DOE–HQ–2025–0175–0020 from the Citizens Rulemaking Alliance.

brought under the Federal antitrust laws (or any similar laws of any State) with respect to any action taken to develop or carry out any agreement or Plan of Action (POA) consistent with the provisions under 50 U.S.C. 4558(j) (see Section VI: Antitrust Defenses). This Agreement is intended to foster a close working relationship between DOE and the Participants, under the supervision of the DOJ and FTC. When implemented through a POA, this Agreement affords Participants a safe harbor to exchange information, collaborate and adjust commercial operations as to particular products and services, as DOE and DOJ, in consultation with the FTC, determine is necessary to address the national energy emergency declared on January 20, 2025, through E.O. 14156, ''Declaring a National Energy Emergency.''

This Agreement has been reviewed and approved by the Attorney General and the Chairman of the FTC, pursuant to the requirements of the DPA and applicable antitrust law safeguards.

II. Scope

This Agreement between DOE and Participants shall apply to all activities across the full nuclear fuel cycle, including, but not limited to:

1. Uranium mining and milling
2. Uranium conversion
3. Uranium enrichment
4. Fuel fabrication & deconversion
5. Spent nuclear fuel recycling and reprocessing
6. Utilities
7. Reactors

This Agreement covers coordination, strategic planning, data sharing, and collaboration necessary to support DOE's mission to ensure domestic capability and resilience in each stage of the nuclear fuel cycle.

III. Authorities

Section 708, Defense Production Act (50 U.S.C. 4558); Section 161, Atomic Energy Act (42 U.S.C. 2201); Section 123, Atomic Energy Act (42 U.S.C. 2153); Section 124, Atomic Energy Act (42 U.S.C. 2154); Executive Order (E.O.) 14156 Declaring a National Energy Emergency; E.O. 14302, 90 FR 22595. Pursuant to DPA section 708(f)(1)(A), the Assistant Secretary for Nuclear Energy certifies that this Agreement is necessary for the national defense.

IV. General Provisions

A. Definitions

1. *Advisory Forum*—The DPA Nuclear Fuel Cycle Consortium Advisory Forum (''Advisory Forum'') provides independent, non-commercial technical, policy, and implementation insight in support of consortium activities. The Forum is advisory only and is intentionally structured to strengthen technical rigor, reduce implementation risk, and preserve strong antitrust and governance safeguards. Members of the Advisory Forum may be standing members of a Committee if identified in a POA.

2. *Agreement*—The Voluntary Agreement. Participants who have been invited to join and agreed to the terms of this Agreement as described in Section VII below may join the DOE DPA Nuclear Fuel Cycle Consortium.

3. *Attendees*—Subject matter experts (SME), invited by the Chairperson to attend meetings authorized under this Agreement, to provide technical advice or to represent other Government agencies or interested parties. Attendees are not Members of the Committee.

4. *Chairperson*—The Assistant Secretary for Nuclear Energy, as delegated by the Secretary of Energy, to chair the DOE DPA Nuclear Fuel Cycle Consortium. The Chairperson (or ''Chair'') shall be responsible for the overall management and administration of the Committee, this Agreement, and Plans of Action developed under this Agreement while remaining under the supervision of the Secretary; may create Committees, determine policies, recommend actions, and make decisions necessary to carry out this Agreement; may delegate these tasks to the Principal Deputy Assistant Secretary for Nuclear Energy; and otherwise shall carry out all duties and responsibilities assigned to them. The Chairperson shall be assisted and represented by a Vice-Chairperson (or ''Vice-Chair''), the Deputy Assistant Secretary for Nuclear Fuel Cycle.

5. *Committee*—A forum to maximize the effectiveness of DOE and industry participants to respond to E.O. 14156 (Declaring a National Energy Emergency) through integrated coordination, planning, and identification and development of Plans of Action needed to enable the continued reliable operation of the Nation's existing, and future, nuclear reactors, including making recommendations on the creation of a Plan of Action.

6. *Competitively Sensitive Information*—Competitively Sensitive Information (CSI) that is shared pursuant to this Plan of Action may include any Document or other tangible thing or oral transmission that contains financial, business, commercial, scientific, technical, economic, or engineering information or data, including, but not limited to:

a. financial statements and data,
b. customer and supplier lists,
c. price and other terms of sale to customers,
d. sales records, projections, and forecasts,
e. inventory levels,
f. capacity and capacity utilization,
g. cost information,
h. sourcing and procurement information,
i. manufacturing and production information,
j. delivery and shipping information,
k. systems and data designs, and
l. methods, techniques, processes, procedures, programs, codes, or similar information, whether tangible or intangible, and regardless of the method of storage, compilation, or recordation, if the owner thereof has taken reasonable measures to protect the information from disclosure to the public or competitors. These measures may be evidenced by marking or labeling the items as ''Competitively Sensitive Information'' during submission to DOE or in the Participant's customary and existing treatment of such information (regardless of labeling).

7. *Consortium*—The DOE DPA Nuclear Fuel Cycle Consortium established under this Agreement.

8. *Documents*—Any information, on paper or in electronic format, including written, recorded, and graphic materials of every kind, in the possession, custody, or control of the Participant.

9. *Members*—Collectively the Chairperson, Representatives, and Participants of the Committee. Jointly responsible for developing all decisions necessary to carry out this Agreement and to develop and execute Plans of Action under this Agreement.

10. *Nuclear Fuel Cycle*—The various activities associated with inputs to the production of electricity from nuclear reactions, starting with the mining of uranium and ending with the disposal of nuclear waste. With the reprocessing of used fuel as an option for nuclear energy, the stages form a true cycle.

11. *Participant*—Any domestic private-sector company, regardless of the location of the ultimate business owner, that has substantive capabilities, resources or expertise to carry out the purpose of this Agreement, that has been specifically invited to participate in this Agreement by the Chairperson, and that has applied and agreed to the terms of this Agreement in Section VII below. ''Participant'' includes a corporate entity entering into this Agreement and all subsidiaries and affiliates of that entity in which that entity has 50 percent or more control

either by stock ownership, board majority, or otherwise. The Chairperson may invite Participants to join this Agreement at any time during its effective period.

12. *Plan of Action*—A documented method, pursuant to 50 U.S.C. 4558(b)(2), proposed by DOE and adopted by invited Participants, to implement this Agreement, through a Committee focused on a particular aspect of the Nuclear Fuel Cycle or functional area necessary for the national defense.

13. *Representatives*—The representatives the Chairperson or Vice-Chairperson identifies and invites to the Consortium from DOE and other Federal agencies with equities in this Agreement, and empowered to speak on behalf of their agencies' interests. The Attorney General and the Chairman of the FTC, or their delegates, may also attend any meeting as a Representative.

14. *Steering Committee*—Senior officials from DOE and representatives from industry to guide priorities and provide feedback on activities.

15. *Sub-Committee*—A group formed by a Committee from select Participants to further implement a Plan of Action.

16. *Subcommittee Co-lead*—A DOE official, appointed by the Chairperson, to chair a Subcommittee to develop or implement a Plan of Action. The Subcommittee Chairperson (or ''Subcommittee Chair'') shall be responsible for the overall management and administration of the Subcommittee in furtherance of this Plan of Action while remaining under the supervision of the Secretary of Energy and the Chairperson.

B. Governance Structure

1. *Chairperson*—Assistant Secretary for Nuclear Energy, as delegated by the Secretary of Energy. Chairs the Consortium and ensures compliance.

2. *Vice-Chairperson*—Deputy Assistant Secretary for Nuclear Fuel Cycle, as delegated by the Assistant Secretary for Nuclear Energy. Performs deputized tasks as appropriate for the Chairperson.

3. *Convening Chair*—DOE official tasked with supporting the regular operations of a Committee (may also be referred to as ''Committee Chair'').

4. *Steering Committee*—Senior representatives from DOE, National Nuclear Security Administration (NNSA), DOJ, FTC, and industry to guide priorities, along with representatives from other federal agencies as appropriate. Members include the Deputy Assistant Secretaries for Nuclear Reactors and High-Level Waste and Disposition. Industry representation will include one representative from invited trade organizations.

5. *Committees*—Organized by fuel cycle stage; each develops POAs.

6. *Secretariat*—Ensures the maintenance of records, agendas, and minutes, coordinates activities as appropriate.

V. Committee Participation

The Committees established under this Agreement will consist of (1) a DOE official, (2) Representatives from NNSA, DOJ, FTC and other Federal agencies with equities in this Agreement, and (3) Participants that have substantive capabilities, resources or expertise to carry out the purpose of this Agreement. Other Attendees, invited by the Convening Chair as SMEs to provide technical advice or to represent the interests of other Government agencies or interested parties, may also participate in Committee meetings. Collectively, the Convening Chair, Representatives and Participants will serve as Members of the Committee. Public notice will be provided as each Participant joins or withdraws from this Agreement. The list of Participants will be published annually in the **Federal Register**.

A. Effective Dates and Duration of Participation

This Agreement is effective immediately upon the signature of the Participant or their authorized designees. This Agreement shall remain in effect until terminated in accordance with 10 CFR 821.5, or in any case, it shall be effective no more than five (5) years from the date the requirements of DPA section 708(f)(1) are satisfied as to the initial Voluntary Agreement regarding the development and maintenance of a resilient, secure, and sustainable nuclear fuel supply chain, from mining through waste management, for purposes of national defense and energy independence, unless otherwise terminated pursuant to DPA section 708(h)(9) and 10 CFR 821.5 or extended as set forth in DPA section 708(f)(2). No action may take place under this Agreement until it is activated, as described below.

B. Withdrawal

Participants may withdraw from this Agreement at any point, subject to the fulfillment of obligations incurred under this Agreement prior to the date this agreement is terminated with regard to such Participant, by giving written notice to the Chairperson at least fifteen (15) calendar days prior to the effective date of that Participant's withdrawal. Following receipt of such notice, the Chairperson will inform the other Participants of the date of the withdrawal. Upon the effective date of the withdrawal, the Participant must cease all activities under this Agreement.

C. Removal

Committee Members shall actively participate in designated working groups, providing subject matter expertise, data, and/or other resources as defined in their company's approved capability statement (see Appendix 2). Failure to meet participation requirements, defined as no less than 75% of scheduled meetings and timely submission of accepted deliverables, may result in suspension of membership privileges, including loss of voting rights and removal from the Committee. Participants may be removed from this Agreement at any point if not actively participating in at least one Committee or at the discretion of the Consortium Chairperson. If such a determination is made, the Participant will receive written notice from the Chairperson at least fifteen (15) calendar days prior to the effective date of that Participant's removal, during which time the Participant may appeal the removal in writing. Following receipt of such notice, the Chairperson will inform the other Participants of the date of the removal.

Upon the effective date of the removal, the Participant must cease all activities under this Agreement.

D. Plan of Action Activation and Deactivation

The Chairperson may authorize a POA and Committee for one or more specific workstreams, *e.g.,* a fuel fabrication plan of action, or a conversion plan of action, or a mining & milling plan of action. The Chairperson will invite a select group of Participants who are representative of the segment of the industry for which the POA is intended to participate on the Committee. The POA will be activated for each invited Participant when the Participant executes a POA Agreement. Actions taken by Participants to develop a POA and actions taken after executing a POA Agreement to collectively coordinate, plan and collaborate, pursuant to that POA and as directed and supervised by DOE, will constitute action taken to develop and carry out this Agreement pursuant to 50 U.S.C. 4558(j).

Committees will meet only for the purposes specified in this Agreement and as provided for in writing by the Chairperson. They will report directly to the Committee regarding all actions taken by them, and any POA adopted by a Committee must be approved first by the Chairperson. A POA may not become effective unless and until the Attorney General (after consultation with the Chairman of the FTC) finds, in writing, that such purpose(s) of the POA may not reasonably be achieved through a POA having less anticompetitive effects or without any POA and publishes such finding in the **Federal Register**. The Chairperson will appoint a Committee Convening Chair to preside over each Committee as a delegate of the Chairperson; however, the Chairperson retains responsibility for all Committees and for administerial and recordkeeping requirements of any meetings held by such Committees, including providing public notice as required of any meetings.

When recommended by the Committee Convening Chair, the Chairperson will provide notice of a POA Deactivation. Any actions taken by Participants after the Deactivation date are outside the scope of the POA Agreement and those defenses to antitrust violations that were previously afforded to Participants are no longer available.

E. Rules and Regulations

Participants acknowledge and agree to comply with all provisions of DPA section 708, as amended, and regulations related thereto which are promulgated by DOE, the Attorney General, and the FTC. DOE has promulgated standards and procedures pertaining to voluntary agreements in 10 CFR part 821. Prior to participation in this Agreement or a POA, Participants agree to consult with internal or external antitrust or compliance counsel about the scope of the antitrust defense as outlined herein or in any subsequent POA. The Chairperson shall inform Participants of new rules and regulations as they are issued.

F. Modification and Amendment

The Secretary of Energy, after consultation with the Attorney General and the Chairman of the FTC, may terminate or modify, in writing, this Agreement or a POA at any time, and may remove Participants from this Agreement or a POA at any time.

Participants may propose modifications or amendments to this Agreement at any time. The Chairperson shall inform Participants of modifications or amendments to this Agreement as they are issued. If a Participant indicates an intent to withdraw from the Agreement due to a modification or amendment of the Agreement, the Participant will not be required to perform actions directed by that modification or amendment.

The Attorney General, after consultation with the Chairman of the FTC and the Secretary of Energy, may terminate or modify, in writing, this Agreement or a POA at any time, and may remove Participants from this Agreement or a Plan of Action at any time. If the Attorney General decides to use this authority, the Attorney General will notify the Chairperson as soon as possible, who will in turn notify Participants. Any actions taken by a Participant after the Participant's withdrawal or removal from this Agreement or a POA are outside the scope of a POA Agreement. Accordingly, defenses against antitrust violations that were previously afforded to the Participant would no longer be available.

G. Expenses

Participation in this Agreement does not confer funds to Participants, nor does it limit or prohibit any pre-existing source of funds. Unless otherwise specified, all expenses, administrative or otherwise, incurred by Participants associated with participation in this Agreement shall be borne exclusively by the Participants.

H. Recordkeeping

The Chairperson shall have primary responsibility for maintaining records in accordance with 10 CFR 821.3 and shall be the official custodian of records related to carrying out this Agreement. These activities may be delegated to the Secretariat.

Each Participant shall maintain for five (5) years all records, documents, and other data, including any communications with other Participants or with any other member of the Committee, including drafts, related to the carrying out of this Agreement or any POA or incorporating data or information received in the course of carrying out this Agreement or any POA. Each Participant agrees to produce to the Secretary of Energy, the Attorney General, and the Chairman of the FTC upon request any item that this section requires the Participant to maintain. Any record maintained in accordance with 10 CFR part 821 shall be available for public inspection and copying, unless exempted on the grounds specified in 5 U.S.C. 552(b)(1), (3) or (4) or identified as privileged and confidential information in accordance with DPA section 708(d), and 10 CFR part 821.

VI. Antitrust Defense

Under the provisions of DPA section 708(j), each Participant in this Agreement shall have available as a defense to any civil or criminal action brought for violation of the antitrust laws (or any similar law of any State) with respect to any action to develop or carry out this Agreement or a POA, insofar as such action was taken by the Participant in the course of developing or carrying out this Agreement or a POA, that the Participant fully complied with the provisions of DPA section 708 and the rules promulgated thereunder, and that the Participant acted in accordance with the terms of this Agreement and any relevant POA. Except in the case of actions taken to develop this Agreement or a POA, this defense shall be available only if and to the extent the Participant asserting the defense demonstrates that the action was specified in, or was within the scope of, this Agreement or a POA. Prior to participation in this Agreement or a POA, Participants agree to consult with internal or external antitrust or compliance counsel about the scope of the antitrust defense as outlined herein or in any subsequent POA.

This defense shall not apply to any action occurring after the termination of this Agreement or a POA, or after the withdrawal or removal of a Participant. Immediately upon modification of this Agreement or a POA, no antitrust defense shall apply to any subsequent action that is beyond the scope of the modified Agreement or POA. The Participant asserting the defense bears the burden of proof to establish the elements of the defense. The defense shall not be available if the person against whom the defense is asserted shows that the action was taken for the purpose of violating the antitrust laws.

Except as specifically provided in section 708(j) of the DPA, nothing in this Agreement shall be deemed to convey to any Participant any immunity from civil or criminal liability, or to create defenses to actions, under the antitrust laws.

VII. Terms and Conditions

Each Participant agrees to voluntarily collaborate with all Consortium Members to recommend POAs and Sub-Committees that will, at the direction of and under the supervision of DOE, bolster the domestic nuclear fuel cycle to enable the continued reliable operation of the Nation's existing, and future, nuclear reactors.

As the sponsoring agency, DOE will maintain oversight over Committee and Sub-Committee activities and direct and supervise actions taken to carry out this Agreement and subsequent POAs, including by retaining decision-making authority over actions taken pursuant to this Agreement and subsequent POAs to ensure such actions are necessary to address a direct threat to the national defense. The DOJ and FTC will monitor activities of the Committee and Sub-Committees to ensure they execute their responsibilities in a manner consistent with this Agreement having the least anticompetitive effects possible.

VIII. Plan of Action Execution

Specific Member obligations and actions to be undertaken will only be provided for in individual POAs, not in the Agreement. Activities taken in the course of developing a POA or to carry out a POA that has been activated under the Committee Participation section will provide Participants with the antitrust defense described in the Antitrust Defenses section above. Each POA will identify the conduct that Participants will undertake in carrying out the POA and that would be subject to the defense described in the Antitrust Defenses section.

Each POA will describe what information Members will share, as directed by DOE and under DOE's supervision. Each POA, and information gathered pursuant to that plan, will be used to support efforts to ensure that the nuclear fuel supply chain capacity, including milling, conversion, enrichment, deconversion, fabrication, recycling, or reprocessing, is available to enable the continued reliable operation of the Nation's existing, and future, nuclear reactors.

IX. Information Management and Responsibilities

DOE will request only those data and information from Participants that are necessary to meet the objectives of a POA. Upon signing a POA Agreement, Participants should endeavor to cooperate to the greatest extent possible to share data and information necessary to meet the objectives of the POA.

The specific data requested, procedures for sharing that data, and data management and disposition will be tailored for each specific POA. Where feasible and to the greatest extent possible, DOE will incorporate the following principles regarding data sharing into each POA:

1. Participants will not share competitively sensitive information (CSI) directly with other Participants. Direct sharing of information among Participants will be requested only when necessary to accomplish the goals outlined in the POA and will be closely supervised by DOE, DOJ, and FTC, including requiring appropriate safeguards regarding Participant use and dissemination of other Participants' data and information.

2. DOE will only request direct sharing of CSI among Participants during Exigent Circumstances where there is a mission critical need or timeline such that sharing only through DOE is impractical or threatens the outcome of the POA or Committee. Such requests, if made, will be only among Participants whose participation is necessary to meet the objectives of the Plan, will be limited in scope to the greatest extent possible, and will be shared only pursuant to safeguards subject to prior review and audit by DOJ and FTC.

3. If DOE needs to share information with parties outside a Committee (*e.g.* the Consortium Chair or DOE General Counsel), DOE will limit the amount and type of information shared to the greatest extent feasible and permitted by law, while still furthering the objectives of the POA.

4. Prior to distribution within or outside the Committee, DOE will aggregate and anonymize data in such a way that will maximize the effectiveness of the POA without compromising CSI.

5. Pursuant to 5 U.S.C. 552(b)(4) and 10 CFR 821.6, DOE will withhold from disclosure under the Freedom of Information Act (FOIA) Participant trade secrets and commercial or financial information that is privileged or confidential and will restrict Committee meeting attendance where necessary to protect such information.

6. Any party receiving CSI through a POA shall use such information solely for the purposes outlined in the POA and take steps, such as imposing firewalls or tracking usage, to ensure such information is not used for any other purpose. Disclosure and use of competitively sensitive information will be limited to the greatest extent possible.

7. At the conclusion of a Participant's involvement in a POA (due to the deactivation of the POA or due to the Participant's withdrawal or removal) each Participant will be requested to sequester any and all CSI received through participation in the POA. This sequestration will include the deletion of all CSI unless required to be kept pursuant to the Recordkeeping requirements as described supra, Section I, 10 CFR 821.6, or any other provision of law.

X. Oversight

The Chairperson is responsible for ensuring the Attorney General, or suitable delegate(s) from DOJ, and the FTC Chairman, or suitable delegate(s) from the FTC, have awareness of activities under this Agreement, including POA activation, deactivation, and scheduling of meetings. The Attorney General, the FTC Chairman, or their delegates may attend Consortium and Committee meetings and request to be apprised of any activities taken in accordance with activities under this Agreement or a POA. DOJ or FTC Representatives may request and review any proposed action by the Consortium, Committee, or Participants undertaken pursuant to this Agreement or POA, including the provision of data and information. If any DOJ or FTC Representative believes any action proposed or taken is not consistent with the antitrust laws, accounting for the antitrust defenses provided by the DPA, he or she shall provide warning and guidance to the Committee as soon as the potential issue is identified. If questions arise about the antitrust defense applicable to any particular action, DOE may request that DOJ, in consultation with the FTC, provide an opinion on the legality of the action under the antitrust laws and the potential applicability of the DPA antitrust defense. The Consortium Chairperson shall notify the Attorney General, the Chairman of the FTC, Representatives, and Participants of the time, place, and nature of each meeting and of the proposed agenda of each meeting to be held to carry out this Agreement. Additionally, the Chairperson shall provide for publication in the **Federal Register** of a notice of the time, place, and nature of each Consortium meeting. If a meeting is open, a **Federal Register** notice will be published reasonably in advance of the meeting. The Consortium Chairperson may restrict attendance at meetings only on the grounds outlined by 10 CFR 821.6. If a meeting is closed, a **Federal Register** notice will be published within 10 days of the meeting and will include the reasons for that decision.

The Chairperson shall establish the agenda for each Consortium meeting, be responsible for adherence to the agenda, and provide for a written summary or other record of each Consortium meeting and provide copies of transcripts or other records to DOE, the Attorney General, the Chairman of the FTC, and all Participants. The Chair shall take necessary actions to protect from public disclosure any data discussed with or obtained from Participants which a Participant has identified as a trade secret or as privileged and confidential in accordance with DPA sections 708(h)(3) and 705(d), or which qualifies for withholding under 10 CFR 821.6.

XI. Application and Agreement

The Participant agrees to join in the U.S. Department of Energy-sponsored Voluntary Agreement entitled "DOE Nuclear Fuel Cycle Defense Production Act (DPA) Consortium" and to become a Participant in this Consortium. This Agreement will be published in the **Federal Register**. This Agreement is authorized under section 708 of the Defense Production Act of 1950, as amended. Regulations governing this Agreement appear at 10 CFR part 821. The applicant, as Participant, agrees to comply with the provisions of section 708 of the Defense Production Act of 1950, as amended, the regulations at 10 CFR part 821, and the terms of this Agreement.

No Participant may assign or transfer this Agreement, in whole or in part, or any protections, rights or obligations hereunder without the prior written consent of the Chairperson. When requested, the Chairperson will respond to written requests for consent within 10 business days of receipt.

Appendix 1: DPA Consortium Committee Governance Model

Overview

Technical committees are led by U.S. Government (USG) and industry co-leads, with outputs monitored by the Deputy Assistant Secretary (DAS) for Nuclear Fuel. The rotating co-lead model ensures equitable leadership, continuity of effort, and diverse representation across the DPA Consortium, emphasizing shared stewardship, transparency, and continuity.

Benefits of the Co-lead Role

Serving as a co-lead provides organizations with the ability to:

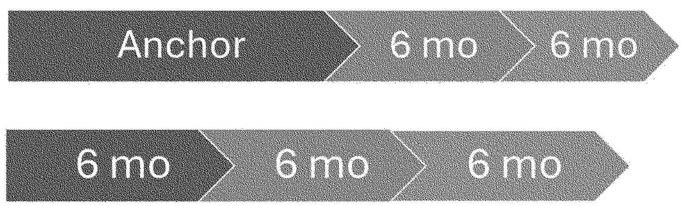
- Shape the Consortium's agenda by identifying key focus areas and leading workstreams during their term.
- Gain national visibility and credibility as a trusted leader within the nuclear fuel supply chain community.
- Directly contribute to DPA policy alignment and programmatic recommendations to DOE and interagency partners.
- Develop lasting partnerships across government, industry, and allied stakeholders.
- Promote innovation and cross-sector collaboration through engagement and outreach.
- Leave a measurable legacy via defined deliverables and end-of-term recommendations.
- Receive recognition in official DPA events, consortium documentation, and federal briefings.

Structure and Mechanics

The co-lead model operates on staggered six-month terms supported by an overlap system that ensures mentorship, institutional memory, and seamless continuity between rotations.

Term Length and Rotation

- Each co-lead serves a six-month term.
- Terms are staggered: one co-lead rotates off while another rotates on.
- The initial 'anchor term' for one co-lead lasts nine months, the second co-lead serves the standard six months, with DOE as a voting member to stabilize the process.



Triumvirate Leadership Model

At any given time, three co-leads are active, forming a triumvirate:

- DOE Co-lead: represents DOE, provides continuity and historical context.
- Current Co-Lead: drives agenda-setting and manages deliverables.
- Incoming Co-Lead: shadows, learns, and prepares to assume leadership.

This system ensures leadership continuity and mitigates disruption.

Agenda-Setting and Decision-Making

- Industry Co-Leads coordinate with DOE to propose 2–3 focus areas per term to guide committee priorities.
- Consensus is preferred but decisions will be made by majority vote (2 of 3 Co-Leads), with DOE acting as a tie-breaker.
- DOE, together with its partners the U.S. Department of Justice, Antitrust Division and the Federal Trade Commission, will maintain procedural oversight to ensure compliance, fairness, accordance with competition laws, and documentation integrity.

Recognition and Reporting

- Each term concludes with a briefing to the Steering Committee summarizing key accomplishments and recommendations.
- Outgoing Co-leads receive recognition during Steering Committee meetings and published consortium reports.
- Each transition includes a formal handoff meeting to sustain momentum and knowledge transfer.

Consortium-Level Benefits

The rotating co-lead structure supports the consortium's mission by:

- Preventing concentration of influence in any one entity.
- Encouraging active participation from diverse industry partners.
- Maintaining operational momentum and institutional memory.
- Fostering leadership development and broad stakeholder engagement.

Implementation Timeline

The inaugural term (Anchor Phase) launches with DOE and two founding co-leads, one serving nine months. After this phase, a new co-lead joins every three months, ensuring a constant overlap of outgoing, current, and incoming leaders. This staggered rotation builds a continuous leadership cycle and reinforces long-term continuity.

Procedure for Election of Industry Co-Leads in Newly Formed Committees

Purpose

This procedure establishes the process for electing industry co-leads within newly formed Consortium committees. It ensures that selections are conducted in a transparent, standardized, and equitable manner while minimizing administrative burden.

Scope

This procedure applies to all committees convened under the consortium structure following initial formation. It covers eligibility, nomination, evaluation, voting, and recordkeeping requirements for the selection of industry co-leads.

Responsibilities

- Consortium Secretariat: Issues the call for nominations, compiles capability statements, manages the voting process, and maintains official documentation.
- Committee Members: Review candidate materials and participate in the rank-choice voting process.
- DOE Co-lead: Serve as facilitators, NE–1 liaisons, and compliance reviewers.

Eligibility and Nomination

1. Any organization actively participating in the consortium may nominate itself for an industry co-lead position.
2. Each candidate organization must submit a Capability Statement Form not exceeding two pages.
3. The capability statement must include:
a. Organization overview and relevant role within the nuclear fuel cycle.
b. A brief mission alignment statement describing how the organization supports the committee's purpose.
c. Summary of key capabilities, resources, or facilities relevant to the committee.
d. Designation of a proposed representative and confirmation of their authority to serve as co-lead.
e. Level of commitment in terms of personnel, data, or engagement.
4. All submissions must be received by the deadline indicated in the call for nominations.

Review and Summary

The Secretariat shall compile all capability statements into a single review packet and prepare a one-page summary sheet listing each candidate's key attributes for efficient review by committee members.

Voting Process

1. Each committee will elect one or more industry co-leads using rank-choice voting.
2. Voting will be conducted electronically through Microsoft Forms.
3. Each committee member may rank up to three candidates in order of preference.
4. Votes will be tallied using instant-runoff methodology: the lowest-ranked candidate is eliminated in successive rounds until one candidate receives a majority of votes.
5. Voting is anonymous. The Secretariat will record and verify results.
6. In the event of a tie after runoff elimination, preference shall be given to the candidate whose capability statement demonstrates the strongest mission alignment, as determined by a 1-to-5 scale review by the Secretariat.

Timeline

Step	Activity	Responsible party	Timeline
1	Call for nominations issued	Secretariat	Day 0.
2	Capability statements submitted	Candidate organizations	Day 10.
3	Review packet distributed	Secretariat	Day 12.
4	Voting period open	Committee members	Days 13–18.
5	Results verified and announced	Secretariat/DOE	Day 20.

Term and Transition

Co-leads (other than the anchor) shall serve a six-month term. There are no term limits, but no company shall be represented as a co-lead more than twice in a row. Outgoing co-leads will support transition activities and mentor incoming co-leads for at least 30 days following election confirmation.

Consolidation and Division of Committees

In those instances where a decision is made to consolidate the efforts of more than one committee into a larger, single committee, the consolidating committees may do so at the suggestion of the Steering Committee Chairperson or of their own volition. Similarly, an existing committee may divide into two or more committees at the suggestion of the Steering Committee Chairperson or of its own volition. Prior to any such consolidation (or division), members of the existing committees shall be informed of any planned consolidation (or division) and be permitted to vote in favor of the co-leads who shall lead the consolidated committee or newly-formed committees. Notice shall be provided to committee members of at least one (1) calendar day, not to exceed up to seven (7) calendar days, prior to the holding of a vote for co-leads. All other aspects of the consolidated committee or newly-formed committees shall conform to the other rules and procedures that apply to committees as outlined in this Voluntary Agreement.

Documentation and Recordkeeping

All materials—including the call for nominations, capability statements, summary sheets, ballots, and final results—shall be maintained in a single electronic folder for audit and transparency purposes. Meeting records need only include a brief summary of the process and final outcome for public record. Parties will use password protection on documents when emailing sensitive information. Access within DOE to committee records will be limited to the Consortium Secretariat, the DPA Administrative Coordinator, the committee's DOE co-lead and the committee's NNSA representatives, as appropriate.

DOE will aim to publish monthly committee meeting schedules in the **Federal Register** around the beginning of each month, and these submissions will include summaries and participation reports from the previous month's meetings. Committee meetings will be recorded with transcripts on Microsoft TEAMS, and DOE will maintain these files. All committee-level meetings will be closed by default due to the need to be able to share sensitive information.

Capability Statement (Maximum 2 Pages)

Each Company must submit a Capability Statement to be part of a committee, renewable every six months. Each statement must include:

- Committee Name
- Company
- Primary Contact/Proposed Co-Lead—Identify each point of contact (POC) on the Committee, and any POCs nominated for co-lead. Include titles and emails.
- Organization Overview (≤100 words)
- Mission Alignment (≤150 words)—Explanation of how the organization's activities or expertise support the mission and objectives of the committee.
- Key Capabilities & Resources—List of up to 5 relevant assets, technologies, or experiences.
- Commitment Summary—Description of expected level of engagement (meetings, data, staff time, etc.).
- Certification—''I certify that the information provided is accurate and that the POC(s)/proposed co-lead has authority to serve on behalf of the organization.''
- Signature(s)/Date

Appendix 2: The DPA Consortium Advisory Forum

1. Purpose

The DPA Nuclear Fuel Cycle Consortium Advisory Forum (''Advisory Forum'') is established to provide independent, non-commercial technical, policy, and implementation insight in support of consortium activities. The Forum is advisory only and is intentionally structured to strengthen technical rigor, reduce implementation risk, and preserve strong antitrust and governance safeguards.

2. Role in the Consortium Planning & Execution Cycle

The Advisory Forum is intentionally positioned after Plan of Action (POA) approval. Its role is to:

- Review implementation assumptions and offer peer review
- Identify execution-phase risks
- Highlight regulatory, safety, cyber, and environmental vulnerabilities

The Forum does not participate in the creation of POAs, but SMEs may be consulted.

3. Standing Approved SME Roster

The Advisory Forum will serve as a standing roster of pre-vetted, approved SMEs from which advisory support may be drawn on demand. SMEs may be engaged individually, in small technical panels, or through full Forum meetings.

Representative SME categories may include, but are not limited to:

- Nuclear policy
- Nuclear engineering & reactor physics
- Fuel cycle science (mining through recycling)
- Safeguards, material control & accounting
- Cybersecurity for critical infrastructure
- Artificial Intelligence & high-performance computing

- Environmental remediation & waste management
- Radiological health & emergency preparedness
- Supply chain resilience & critical materials
- Export controls and nonproliferation
- Workforce development & labor economics

4. Membership Model: Organization-Based Participation

SME participation is approved at the organization level rather than as private individuals, although each POC must be identified and vetted. This structure provides institutional accountability, professional liability coverage, and quality control, while also allowing experienced former government officials to participate through their established consulting firms or research institutions.

Acceptable organization types include:

- National laboratories
- Universities and national research institutes
- Nonprofit policy and technical institutes
- Independent consulting firms with nuclear, energy, cyber, or safety specialization

Private citizens acting solely in an individual capacity are not eligible for direct roster inclusion.

5. SME Vetting & Approval Process

All organizations seeking SME participation must complete a formal vetting process.

1. Submission of organizational profile and individual SME qualifications
2. Disclosure of current and recent commercial affiliations
3. Conflict-of-interest disclosure for each named SME
4. Certification of non-industry advisory role
5. Acceptance of Consortium information-handling and ethics rules

Final approval authority rests within the Consortium Chair and DOE General Counsel.

6. Legal, Antitrust & Information Safeguards

- SMEs operate in a non-commercial, non-competitive advisory capacity only
- No pricing, procurement strategy, vendor comparison, or market allocation discussions are permitted
- Access is limited to aggregated, non-market-sensitive technical data
- All engagements require a defined scope of work and documented outputs
- SMEs must reaffirm conflict disclosures annually

7. Meeting & Engagement Structure

The Advisory Forum may convene as a group to support the Consortium. Ad hoc SME engagements may occur as needed to support specific technical reviews, panels, or implementation challenges. Organizations in the Advisory Forum may be identified as standing SMEs in a POA.

8. Liability & Risk Control

All SMEs participate under written advisory agreements that include liability limitations, confidentiality provisions, and indemnification language as approved by counsel.

9. Summary Statement

The Advisory Forum provides a mechanism for incorporating subject matter expertise into Consortium execution. Organization-level membership, formal vetting, and strict antitrust safeguards ensure high-value insight while complying with DPA section 708.

Appendix 3: DPA Consortium Plan of Action Instructions & Template

Authorities

Section 708, Defense Production Act (50 U.S.C. 4558); Section 161, Atomic Energy Act (42 U.S.C. 2201); Section 123, Atomic Energy Act (42 U.S.C. 2153); Section 124, Atomic Energy Act (42 U.S.C. 2154); Executive Order (E.O.) 14156, Declaring a National Energy Emergency (90 FR 8433); E.O. 14302, Reinvigorating the Nuclear Industrial Base (90 FR 22595). Pursuant to DPA section 708(f)(1)(A), the Assistant Secretary for Nuclear Energy certifies that this Agreement is necessary to help provide for the national defense.

Plan of Action Instructions

The following template is designed for use by committees formed under the DOE Defense Production Act (DPA) Consortium framework. Each committee may use this template to develop a specific plan of action (POA) for its chosen project(s). This document should be adapted as needed to align with project objectives, legal requirements, and coordination needs.

Each POA shall include the following elements, incorporating the guidance therein.

1. Committee Name & Mission Statement

Each POA will identify the Committee name (*e.g.* Fabrication Committee, Conversion Committee, etc.) and mission statement.

2. Scope of Activities

- Each Committee will identify at least one activity, addressing how each activity advances the goal of ensuring ''that the nuclear fuel supply chain capacity, including milling, conversion, enrichment, deconversion, fabrication, recycling or reprocessing, is available to enable the continued reliable operation of the Nation's existing, and future, nuclear reactors.''
- The Federal Trade Commission (FTC) and Department of Justice (DOJ) will be available to consult with the Committee regarding the identified activities, potential alternatives, and any potential or likely anticompetitive effects. Prior to participation in this Agreement or a POA, all Participants in each Committee agree to consult with internal or external antitrust or compliance counsel about the scope of the antitrust defense as outlined herein or in any subsequent POA.

3. Participation Criteria

Committee Members shall actively participate in designated working groups, providing subject matter expertise, data, and/or other resources as defined in their company's approved capability statement (as described below). Failure to meet participation requirements, defined as no less than 75% of scheduled meetings and timely submission of accepted deliverables, may result in suspension of membership privileges, including loss of voting rights and removal from the Committee.

- Each Committee will have one DOE Committee Chair who will convene the group, convey DOE priorities and concerns, coordinate activities between Participants, and ensure administration of the POA. Each Committee will report through the Committee Chair all milestones and achievements.
- Each Committee will have two Committee Co-leads, as voted by the other participants. This role will be staggered and rotate every six months among the members of each Committee.
- Each company will submit a short ''capability statement'' that maps their contribution to the Committee's goals.
- Coordination with the broader USG as well as interagency engagement should be identified and defined in this space.
- Subject Matter Experts (SME) have no standing role in the DPA Consortium but may be invited through the Advisory Forum. An Advisory Forum SME List will be made available to each Committee with a brief description of each group's capabilities and interests.
- A representative of the Federal Trade Commission and/or the Department of Justice must be in attendance at each Committee meeting to provide oversight and guidance.
- Committee sub-groups and working groups are at the discretion of the Committee leadership but should be identified.

4. Roles and Responsibilities

Each POA shall outline the specific roles and responsibilities for each Participant. All Participants must have a specific role and identified responsibilities.

5. Reporting & Recordkeeping

- Each Committee meeting shall produce a record of participants, objectives, outcomes, and next steps. The DOE Chair will keep this record.
- See ''Recordkeeping'' under Section V. ''Committee Participation'' and Section IX ''Information Management and Responsibilities'' in the Voluntary Agreement for more details on recordkeeping.

6. Timelines and Milestones

- Milestones and Timelines shall be defined in the POA, corresponding with the ''Scope of Activity'' section above.
- POAs shall be reviewed every six months, and updated as necessary.

7. Resources Required

Each POA will identify the resources required to accomplish the identified work. Unless explicitly identified in a previous or future federal program of record, no USG funding should be assumed.

8. Signatures

Each POA will be approved by the DOE Committee Chair and the Consortium Steering Committee Vice Chair prior to submission to the Steering Committee.

Appendix 4: Participant Agreement for the DPA Consortium Voluntary Agreement

This Participant Agreement (''Agreement'') is made and entered into by and between the United States Department of Energy (''DOE'') and the undersigned entity (''Participant'') for the purpose of participation in the Department's Defense Production Act (''DPA'') Section 708 Voluntary Agreement for the Nuclear Fuel Cycle Consortium (''Voluntary Agreement'').

1. Purpose and Authority

This Agreement is entered into pursuant to Section 708 of the Defense Production Act of 1950, as amended (50 U.S.C. 4558), and implementing regulations at 10 CFR part 821. The purpose of this Agreement is to formalize the Participant's acknowledgment of, and agreement to, the terms, conditions, and obligations of participation under the Voluntary Agreement.

2. Voluntary Participation

The Participant acknowledges that participation in the Voluntary Agreement is voluntary. The Participant may withdraw from participation at any time by providing written notice to DOE. Withdrawal shall not affect obligations or protections applicable to actions taken while participating in the Voluntary Agreement.

3. Compliance and Conduct

The Participant agrees to comply with all terms, conditions, and procedures established by DOE for the administration of the Voluntary Agreement, including participation in meetings, sharing relevant non-public information subject to applicable confidentiality protections, and maintaining appropriate records of actions taken under the Voluntary Agreement.

4. Antitrust Protections

Pursuant to section 708(j) of the DPA and implementing regulations, the Participant understands that activities conducted in accordance with this Voluntary Agreement, and under the supervision of DOE, are eligible for limited antitrust defense as specified by law.

5. Confidentiality and Records

DOE will maintain records and documentation of meetings, decisions, and activities conducted under the Voluntary Agreement in accordance with applicable regulations. Participant acknowledges that certain information shared under the Voluntary Agreement may be subject to protection from public disclosure under the Freedom of Information Act consistent with DPA section 708 and DOE implementing DOE regulations at 10 CFR part 821.

By executing this Voluntary Agreement, each Participant agrees that the substance of discussions, statements, materials, data, analyses, and information exchanged during meetings, workshops, working groups, or other activities conducted pursuant to this Agreement, whether oral, written, or otherwise, shall be treated as confidential and shall not be disclosed to any non-Participant without prior written consent of the disclosing Participant and DOE.

Participants expressly agree not to attribute statements, positions, proposals, concerns, data, or views expressed during any meeting or activity under this Agreement to any other Participant outside the confines of this Agreement.

This confidentiality obligation applies regardless of whether the information is marked as confidential and survives the termination or expiration of this Agreement.

Permitted Disclosures

Confidentiality obligations under this section shall not apply to information that:

1. Is already publicly available;
2. Was lawfully in the receiving Participant's possession prior to disclosure under this Agreement;
3. Is independently developed without the use of information obtained under this Agreement; or
4. Is required to be disclosed by law, regulation, court order, subpoena, or valid governmental request, provided that the receiving Participant gives prompt notice to the Government, and where practicable, the affected disclosing Participant.

6. Effective Date and Termination

This Agreement becomes effective upon the date of the last signature below and remains in effect for the duration of the Participant's involvement in the Voluntary Agreement, unless withdrawn or terminated by DOE in accordance with applicable regulations.

7. Signatures

In witness whereof, the parties have executed this Participant Agreement:

Participant Organization: ______________
Authorized Representative (Name/Title): ______________
Signature: ______________
Date: ______________

U.S. Department of Energy (DOE)
Authorized Official (Name/Title): ______________
Signature: ______________
Date: ______________

Appendix 5: Plan of Action Participation Acknowledgment

This Acknowledgment is executed by the undersigned Participant to confirm participation in the following Plan of Action (''POA'') developed pursuant to the Department of Energy (''DOE'') Defense Production Act (''DPA'') Section 708 Voluntary Agreement for the Nuclear Fuel Cycle Consortium.

1. Identification of the Plan of Action

Title of Plan of Action: ______________
Date Approved by DOE: ______________
Federal Register Reference for VA Establishment: ______________

2. Purpose and Scope

The Participant acknowledges that this Plan of Action is established under the DOE DPA Voluntary Agreement and is designed to facilitate coordinated planning and execution of specific activities within the nuclear fuel cycle in support of the national defense and energy security objectives.

3. Agreement to Participate

The Participant agrees to participate in this Plan of Action in accordance with its stated objectives, scope, and procedures as approved by DOE. The Participant further agrees to comply with confidentiality provisions, reporting requirements, and meeting protocols established for the Plan of Action.

4. Confidentiality and Antitrust Provisions

The Participant acknowledges that all discussions and data exchanges under this Plan of Action must comply with the confidentiality and antitrust provisions of the underlying Voluntary Agreement and applicable law. DOE shall ensure all meetings are conducted in accordance with section 708 regulations, and DOE representatives shall be present during all substantive discussions among participants.

5. Term and Withdrawal

This Acknowledgment remains effective for the duration of the Plan of Action or until the Participant provides written notice of withdrawal to DOE. Withdrawal from this Plan of Action does not affect the Participant's standing in other Plans of Action or the underlying Voluntary Agreement unless separately withdrawn.

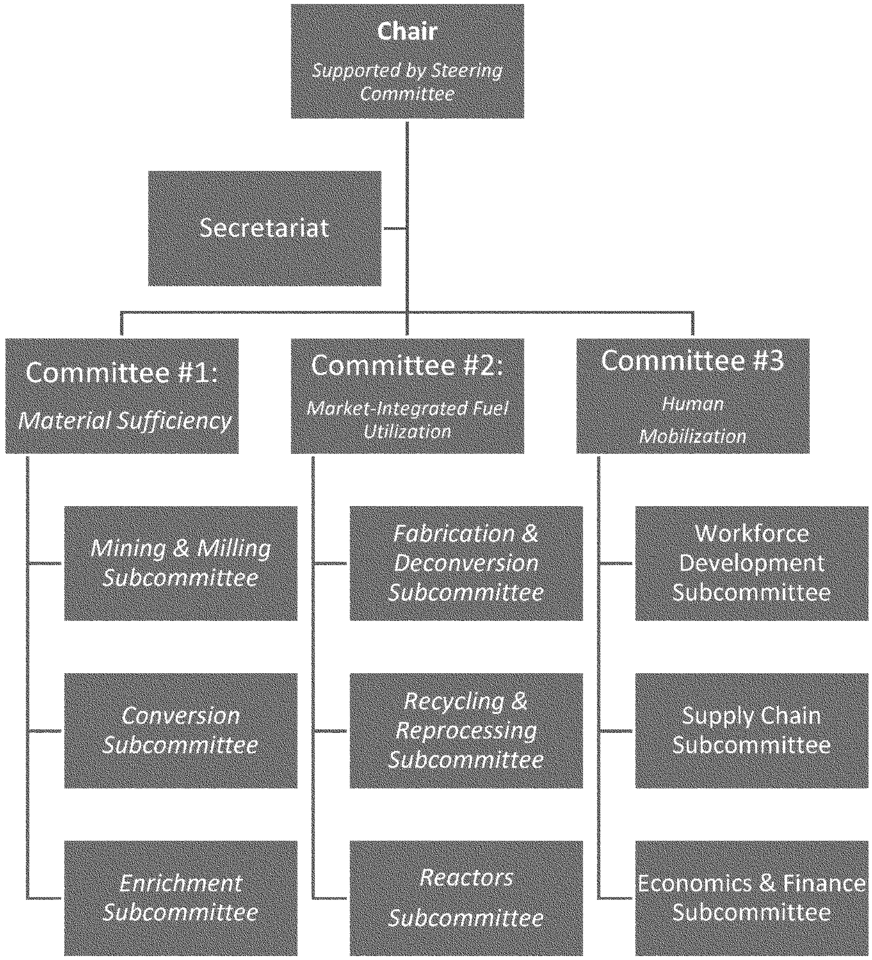
6. Signatures

In witness whereof, the parties have executed this Plan of Action Participation Acknowledgment:

Participant Organization: ______________
Authorized Representative (Name/Title): ______________
Signature: ______________
Date: ______________

U.S. Department of Energy (DOE)
Authorized Official (Name/Title): ______________
Signature: ______________
Date: ______________

Appendix 6: DPA Consortium Structure



Set forth below is a full list of companies who have signed the Department's Defense Production Act Section 708 Voluntary Agreement for the Nuclear Fuel Cycle Consortium.

3M Company
ALD Vacuum Technologies North America, Inc.
Alpha Nur, Inc.
Amentum Environment & Energy, Inc.
Ameren Corporation
American Atomics Inc.
American Electric Power (AEP)
American Energy Technologies Co. (AETC)
American Nuclear Society
AmForge Corporation
Anfield Energy, Inc.
Antares Nuclear Inc.
Arbor Halides Inc.
Arizona Public Service Company (APS)
ATS Ohio, Inc.
BWX Technologies Inc.
Cameco US Holdings Inc.
Centrus Energy Corp.
Constellation Energy Generation, LLC
ConverDyn
Curio Solutions, LLC
Disa Technologies, Inc.
Dominion Energy
Duke Energy
Eagle Nuclear Energy Corp.
enCore Energy
Energy Fuels Resources (USA) Inc.
Energy Northwest
EnergySolutions
Entergy Services, LLC
Exodys Energy Inc
First American Nuclear Co. (FANCO)
Flibe Energy, Inc. (FEI)
Framatome Inc.
Frontier Nuclear and Minerals Inc.
General Matter
Global Laser Enrichment (GLE)
Global Nuclear Fuels—America, LLC
GreenMet
Hexium Inc.
IsoEnergy Ltd.
Kairos Power
Laramide Resources/NuFuels
Lightbridge Corporation
Louisiana Energy Services, LLC d/b/a Urenco USA
Mirion Technologies
NANO Nuclear Energy, Inc.
Natura Resources
Nuclear Energy Institute
Nusano, Inc.
NuScale Power, LLC
Oklo Inc.
Omega Project Co.
Orano USA LLC
ORAU
Pelican Energy Partners Base Zero GP LP
Pioneer Nuclear Inc.
Purdue University
Quadrant Nuclear Industries, Inc.
Quantum Leap Energy
Radiant Industries Incorporated
Raven-Flint Nuclear Corporation
SHINE Technologies, LLC
Solstice Advanced Materials
Southern California Edison
Southern Nuclear Operating Company
Standard Nuclear, Inc.
STP Nuclear Operating Company
Strata Energy
SuperCritical Technologies Corp
Talen Energy
Thorium Energy Alliance
Traxys North America, LLC
Triso-X, LLC
Uranium Energy Corp (UEC)
Ur-Energy, Inc.
Valar Atomics
Vistra Operations Company
Western Uranium & Vanadium
WMC Energy Corp
Wolf Creek Nuclear Operating Corporation
Xcel Energy
X-Energy, LLC
Zeno Power Systems, Inc.

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