



## DEPARTMENT OF ENERGY

### Office of Nuclear Energy

#### 10 CFR Part 821

[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; request for comment.

**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. This notice reproduces the draft agreement in full and solicits comment on that agreement.

**DATES:** Comments on the draft agreement are due by **[INSERT DATE 5 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER]**.

**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](mailto: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 procedures for 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 notice, DOE has codified its procedures 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). Consistent with the DPA's provisions 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, among other things, DOE presented for discussion a draft voluntary agreement that sets out the broad framework that would be followed with respect to furthering the goals of E.O. 14302. This document reproduces that draft agreement, which was also placed in the public docket and made available for public comment to coincide with the October 23<sup>rd</sup> meeting, and solicits comment on draft agreement's contents.

### **Signing Authority**

This document of the Department of Energy was signed on November 7, 2025, 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 November 13, 2025.

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**Treena V. Garrett,**  
*Federal Register Liaison Officer,*  
*U.S. Department of Energy.*

**Set forth below is the full text of the draft voluntary agreement.**

DOE DPA Nuclear Fuel Cycle Consortium Voluntary Agreement Under Section 708 of the Defense Production Act

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 security 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 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). 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 determines it necessary to address the national energy emergency declared on January 20, 2025, through E.O. 14156, “Declaring a National Energy Emergency.”

## 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 deconversion
4. Uranium enrichment
5. Fuel fabrication
6. Spent nuclear fuel recycling and reprocessing
7. End-users

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. 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.
2. 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.
3. 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.
4. 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.
5. Consortium – The DOE DPA Nuclear Fuel Cycle Consortium established under this Agreement.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

11. 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.

12. Steering Committee – Senior officials from DOE and representatives from industry to guide priorities and provide feedback on activities.

13. Sub-Committee – A group formed by a Committee from select Participants to further implement a Plan of Action.

## 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, 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. Example: Mining Committee, Conversion Committee, Enrichment Committee, Fabrication Committee, etc.
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 the (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.

#### 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 security 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.

#### 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.

#### 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.

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.

#### 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 administrative and record keeping 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 POA Agreement and those defenses to antitrust violations that were previously afforded to Participants are no longer available.

#### 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. The Chairperson shall inform Participants of new rules and regulations as they are issued.

#### 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.

#### 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.

#### Recordkeeping

The Chairperson shall have primary responsibility for maintaining records in accordance with 10 CFR part 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 821.

## VI. Antitrust Defense

Under the provisions of DPA subsection 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 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 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.

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 immunity 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.

## 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.

### 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 to develop a POA or to implement a POA that has been activated pursuant to Section V above will provide Participants the antitrust defense described in Section VI. 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 Section VI.

Each POA will describe what information Members will share, as directed by DOE and under DOE's supervision. Information will be used to create a common operating picture in furtherance

of the POA's purpose and/or to promote overall situational awareness of nuclear fuel cycle activities.

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.

#### VIII. Information Management and Responsibilities

DOE will request only that 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. In general, Participants will not be asked to share competitively sensitive information 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.

2. If DOE needs to share information with parties outside a Committee, 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.
3. 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 competitively sensitive information.
4. 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 and will restrict Committee meeting attendance where necessary to protect trade secrets and commercial or financial information.
5. Any party receiving competitively sensitive information 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.
6. 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 competitively sensitive information received through participation in the POA. This sequestration will include the deletion of all competitively sensitive information unless required to be kept pursuant to the Recordkeeping requirements as described supra, Section I, 10 CFR part 821.6, or any other provision of law.

## IX. 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. If any DOJ or FTC Representative believes any action proposed or taken is not consistent with relevant antitrust protections 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 protections applicable to any particular action, DOE may request DOJ, in consultation with the FTC, provide an opinion on the legality of the action under relevant DPA antitrust protections.

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 Chairman 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.