

Memorandum of Understanding

Between the Navajo Nation and the U.S Department of Energy, Office of Fossil Energy and Carbon Management, Office of Resource Sustainability

This Memorandum of Understanding (MOU) is made and entered into by and between the Navajo Nation and the U.S. Department of Energy's Office of Fossil Energy and Carbon Management, Office of Resource Sustainability (DOE-FECM), identified in the signatory section below and are collectively referred to as the "Parties."

It is the mutual intention of the Parties to collaborate to build capacity, provide needed technical assistance, share data regarding undocumented orphan wells for the direct benefit of the Navajo Nation and its people, enhance coordination and collaboration between the Parties, and maximize the benefit of both public and private investment in the development of an equitable energy future for the Navajo Nation.

Background

The U.S. federal government has treaty and trust responsibility to protect tribal sovereignty and to revitalize tribal communities, including through economic and energy development. This responsibility is enshrined in the U.S. Constitution, treaties between the U.S. government and Tribal Nations, court decisions, and legislation. This treaty and trust responsibility is carried out through nation-to-nation relations and actions of the federal government, including through regulations, policies, funding, and programming.

Recent legislation offers federal funding opportunities to Tribal communities, including through direct support to plug and abandon orphan wells. The Infrastructure Investment and Jobs Act, Public Law No. 117-58 (November 15, 2021), also known as the Bipartisan Infrastructure Law (BIL), provides \$4.7 billion in funds to plug and abandon orphan wells on federal, state, and tribal lands. These funds are being administered by the U.S. Department of the Interior (DOI) Orphaned Wells Program Office. Alongside the DOI efforts, DOE-FECM was directed to allocate \$30 million over five years to identify and characterize undocumented orphan wells (UOWs), develop best practices, and support federal, state, and tribal efforts to reduce the impact of UOWs. See, CATALOG Consortium Advancing Technology for Assessment of Lost Oil & Gas Wells (energy.gov).

Authority

DOE enters into this MOU under the authority of section 646 of the Department of Energy Organization Act (Pub. L. 95-91), as amended; 42 U.S.C. § 7256.

Purpose

This MOU provides a framework for collaboration between the Navajo Nation and DOE-FECM to ensure that any research and development and workforce training and development investments and efforts are conducted in a strategic, coordinated, efficient, and equitable manner. Through this MOU, the Parties express their intent to work together to:

- Search for undocumented orphan wells using historical and field-based methodologies, including but not limited to historical record searches, ariel drone surveys, and on-ground measurements.
- Share all collected data and resulting interpretations.
- Designate a DOE-FECM staff to participate in meetings and activities related to the fulfillment of the MOU.
- Work with the Navajo Nation well plugging authority.
- Support the development of the Navajo Nation's own undocumented orphan well identification capabilities.

The Navajo Nation expresses its intent to:

- Identify and coordinate a collaborative team with representatives from the Navajo Nation and wholly owned entities of the Navajo Nation that are engaged in orphan and undocumented orphan well identification, plug, and abandonment.
- The collaborative team will identify the orphan and undocumented orphan well related projects they are undertaking and the resources they need for assistance.
- Identify a key point of contact who will collaborate and communicate with DOE-FECM.

DOE/FECM expresses its intent to:

- Draw from its knowledge base to provide Navajo Nation entities with technical assistance and support in the development and implementation of the Navajo Nation's plans in support of their **respective communities**.
- Establish core resources and data sets that Navajo Nation entities can use to inform the development and implementation of their orphan well plugging programs.
- Develop, collaborate, and share informational materials and data that can foster Navajo Nation **community awareness**.
- Share national lessons learned from DOE-FECM in a timely manner with Navajo Nation entities to allow incorporation of relevant insights into their own activities.
- Develop an implementation plan within 180 days of signing this MOU.

Additional Terms and Termination

This MOU is effective on the day of signature of the Navajo Nation and DOE-FECM and shall thereafter remain in effect for a five (5) year period, unless renewed in writing at least thirty (30) days before the expiration of the MOU. However, either Party can terminate its participation in the MOU upon written notice to the other Party. A Party that wishes to discontinue its cooperation under this MOU should endeavor to provide thirty (30) calendar days written notice to the other Party. Termination of this MOU does not require either Party to return information that the other Party has already transferred to it. This MOU in no way restricts any Party from participating in any activity with other public or private agencies, organizations, or individuals.

This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer

or receive anything of value. This MOU is strictly for internal management purposes for each Party. It is not legally enforceable and shall not be construed to create any legal obligation on the part of any Party, by any Party, or create any rights in any third party, including that of a federal contractor.

This MOU shall not be construed to provide a private right or cause of action for or by any person or entity. This MOU is subject to, and will be carried out in compliance, with all applicable laws, regulations, and other legal requirements.

Modifications

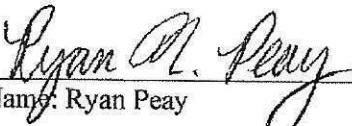
This MOU may be modified by mutually acceptable written amendments duly executed by authorized officials of the Parties. Its provisions will be reviewed annually and amended or supplemented in writing as may be agreed upon mutually by all Parties.

Entire Agreement

This MOU constitutes the final understanding of each Party on all subjects contained within it. All prior negotiations, understandings, and agreements are merged into this MOU.

SIGNATORIES:

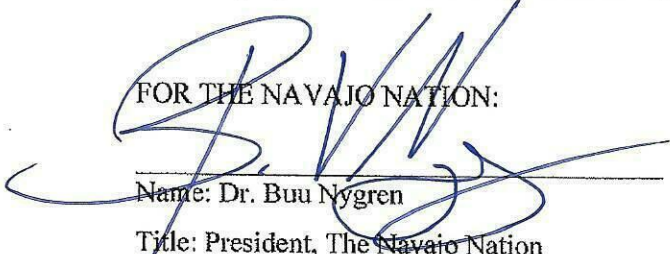
FOR THE U.S. DEPARTMENT OF ENERGY, OFFICE OF FOSSIL ENERGY AND CARBON MANAGEMENT:


Name: Ryan Peay

Date: July 03, 2024

Title: Deputy Assistant Secretary Office of Resource Sustainability

FOR THE NAVAJO NATION:


Name: Dr. Buu Nygren
Title: President, The Navajo Nation

Date: AUG 13 2024