

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF AGRICULTURE
AND
THE UNITED STATES DEPARTMENT OF ENERGY**

**Relative to Cooperation and Coordination on Improving Energy Development in
Rural America**

PART 1 — GENERAL: The U.S. Department of Agriculture (“USDA”) and the U.S. Department of Energy (“DOE”) (hereinafter individually a “Party,” and together the “Parties”) are committed to improving program effectiveness and increasing access to capital through enhanced collaboration and coordination in areas of mutual interest.

On April 25, 2017, the President established the Agriculture and Rural Prosperity Task Force, by executive order, “to ensure the informed exercise of regulatory authority that affects agriculture and rural communities.”¹ The task force recognized that “Rural America is a source of resources that can fuel the nation and the world. Boosting production of all sources of energy from natural gas, oil, coal, nuclear and renewables is essential to America’s national security interest and rural America’s economy.”²

Section 6501 of the Agriculture Improvement Act of 2018 (2018 Farm Bill) (Pub.L. 115-334) amended section 2 of the Rural Electrification Act of 1936 (7 U.S.C. 902(c)) to require the Secretary of Agriculture to enter into a memorandum of understanding with the Secretary of Energy under which the Secretary of Energy would collaborate with the USDA’s Rural Utilities Service regarding rural electrification loans and energy technology development.

USDA and DOE have mutual interest and complementary expertise related to rural energy development opportunities and energy conservation and efficiency measures. These include facilitating energy-related investments in America’s rural communities; streamlining, leveraging, and optimizing program resources; encouraging innovation; offering technical assistance to rural communities; strengthening energy-related infrastructure; ensuring affordable and reliable power; and helping rural businesses export energy products and manufactured goods around the world.

PART 2— PURPOSE: The purpose of this memorandum of understanding (“MOU”) is to meet the requirements of Section 6501 of the 2018 Farm Bill to share expertise as well as document and formalize ongoing coordination and collaboration between USDA and DOE relative to our shared interest in rural energy, technology development with a focus on technologies that are very relevant to rural and agricultural communities, and domestic manufacturing.

¹ Exec. Order 13790, 82 Fed. Reg. 20,237 (Apr. 25, 2017).

² U.S. Dep’t of Agriculture, Report to the President of the United States from the Task Force on Agriculture and Rural Prosperity, 41 (Oct. 21, 2017).

To accomplish this purpose, USDA and DOE will establish and convene an interagency working group ("working group") to inventory and assess current Departmental activities and resources; collaborate on energy and manufacturing-related rural development; share knowledge and expertise; and help rural communities effectively develop and utilize rural energy and natural resources. The working group will focus on five major areas:

1. **Develop and Expand Energy-and Manufacturing Related Businesses, Industries, and Technologies in Rural America:** The working group will collaborate on opportunities to develop, expand, transform, or stabilize energy-and manufacturing-related businesses, industries, and technologies in rural communities in America.
2. **Encourage Investments in New or Improved Rural Energy Infrastructure:** The working group will collaborate on opportunities to spur rural energy infrastructure investment. Energy infrastructure is crucial to our national and economic security. Investment in energy infrastructure and services fuels economic growth in rural communities and helps rural communities and businesses remain competitive.
3. **Enhance Capital Access for Energy-Related Businesses and Industries in Rural America:** The working group will collaborate on opportunities to make additional public and private capital available to energy-related businesses and industries in rural communities in America. The working group will convene and consult with multiple federal agencies to identify and discuss opportunities across the federal government to bring more investment to the rural energy economy.
4. **Support Rural Community Investments that Anticipate Growth Associated with Rural Energy Investment and Development:** The working group will collaborate on ways to anticipate and address community and agricultural needs that may arise when rural energy jobs are created in rural communities. The growth of rural energy development can bring opportunities to expand rural housing, communications, utilities, community facilities, and business development.
5. **Encourage, Support, and Invest in Cyber Security Initiatives and Grid Improvements:** The working group will collaborate on efforts to enhance grid security and implement efforts to prevent cyber security threats, particularly in areas identified as vulnerable access points. With increased communications technologies integrated into grid operations (smart grid), it is imperative to improve grid and infrastructure resiliency.

The working group will be co-chaired by representatives of the USDA and DOE, meet at a minimum on a quarterly basis, and prepare a report to each Secretary within a year of its first meeting and each year thereafter on actions and projects on which the departments will collaborate.

PART 3 — AUTHORITIES: Nothing herein is intended to alter the respective rights and responsibilities of the Parties under their respective statutory authorities. DOE enters into this agreement under the authority of 42 U.S.C. 7256, and USDA under 7 U.S.C. 2204b and 7 U.S.C. 902(c). This MOU, and any amendments thereto, shall be subject to the

applicable policies, rules, regulations, and statutes under which the Parties are bound, and does not nullify or negate any existing understandings or agreements between the Parties, or between the Parties or either Party and any third party.

PART 4 — STATEMENT OF NO FINANCIAL OBLIGATION: Execution of this MOU does not constitute a financial obligation on the part of either Party. Each Party and its respective agencies and offices will handle its own activities and utilize its own resources, including the expenditure of its own funds, in pursuing these objectives. Nonetheless, each Party will carry out its separate activities in a coordinated and mutually beneficial manner.

PART 5 — LIMITATIONS OF COMMITMENT: The performance of this MOU and any continuation thereof may be contingent upon the availability of funds appropriated by the Congress of the United States. It is understood and agreed that any monies allocated for purposes covered by this MOU shall be expended in accordance with the terms and in the manner prescribed by the applicable statutory and regulatory requirements. Notwithstanding, nothing in this MOU shall obligate either Party to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of either Party will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

PART 6 — CONGRESSIONAL RESTRICTION: Subject to 41 U.S.C. 6306, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this MOU or to any benefit to arise thereunder.

PART 7 — PUBLICITY: The Parties will coordinate all public statements and other disclosures regarding this MOU and shall not engage in any publicity related to this MOU unless the form, timing, and contents of any such publicity, announcement, or disclosure have been mutually agreed to by the Parties in advance in writing.

PART 8 — CONFIDENTIALITY: The Parties will follow all applicable Federal privacy laws in regard to confidential information.

PART 9 — NON-EXCLUSIVITY AND NON-ENDORSEMENT: This MOU in no way restricts either of the Parties from participating in similar activities or entering into similar agreements with other public or private agencies, organizations, or individuals. Nor shall this MOU be interpreted to imply that either Party endorses any product, service, or policy of the other.

PART 10 — SEVERABILITY: Nothing in this agreement is intended to conflict with current law(s), regulation(s), or the directives of either USDA or DOE. If any provision in this MOU is found to be inconsistent with existing authority or directives of the


Parties, then that provision shall be reviewed and modified or annulled as agreed to by the Parties, in writing. However, the remaining provisions of this MOU shall remain in full force and effect.

PART 11 — NO THIRD-PARTY RIGHTS: This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

PART 12 — EFFECTIVE DATE, DURATION, AND TERMINATION: This MOU shall become effective upon the date of final signature and shall remain in effect for 5 years therefrom, unless otherwise modified. Either Party may terminate this MOU at any time by 60-day written notice to the other Party. The provisions of this MOU shall be reviewed annually.



Sonny Perdue
Secretary of Agriculture



Rick Perry
Secretary of Energy