

- C. The _____ agrees to notify the BLM of its requirement no later than the 15th of the month prior to the month in which delivery is required. Acceptable notification will be a copy of the delivery/purchase order to the FHS or other notification agreeable to the BLM. The copy can be electronic or hard copy.
- D. This MOU does not change the manner in which BLM accounts for sales and transfers of In-Kind helium.
- E. The BLM will develop spreadsheets to assure that the new helium requirements allocated according to this agreement are properly accounted for during reconciliation of In-Kind transfers and payments from the FHS.
- F. This MOU applies only to new helium contracts where the expected monthly deliveries under the contract are at least 250 Mcf, but not more than 10,000 Mcf in any month.
- G. The BLM also agrees to notify all Federal Helium Suppliers of this MOU.
- H. The forecasting requirement of the MOUs to the BLM will not take place until the BLM initiates allocation reductions of crude helium to refiners along the Crude Helium Pipeline (CHPL) and this allocation reduction is verified with the BLM.
- I. Following verification of the allotment reduction by the BLM, the location will individually initiate forecasting per this MOU (providing forecasts by the 15th of the month prior to the month in which delivery is required). This forecasting requirement will be discontinued once the BLM ends the allocation reductions (verified with the BLM), and not resume until the next verified allocation reduction is initiated by the BLM.

V. Administration:

- A. Federal contracting officers would not need to “renegotiate” other gas supplies to receive helium from Federal suppliers.
- B. Nothing in this MOU will be construed as affecting the authorities of the participants or as binding upon the participants beyond their respective authorities or to require any of the participants to obligate or expend funds in excess of available appropriations.
- C. This MOU will be reviewed by the participants two years after signing and may be renewed, amended, or cancelled at that time.
- D. This MOU may be cancelled at any time upon agreement of both participants.
- E. This agreement does not preclude the BLM or _____ from pursuing other options to increase the likelihood of FHS suppliers bidding on new helium contracts.
- F. Both parties agree that Congress may enact new legislation pertaining to the Federal Helium Program or future BLM helium regulations may render this MOU obsolete or no longer necessary.
- G. This MOU is effective upon signature of all participants.

APPROVED:

Robert B. Jolley, P.E.
Field Manager, Bureau of Land Management

Date

Federal Agency Authorized Manager

Date

DRAFT