

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE STATE OF WYOMING AND
THE STATE OF COLORADO REGARDING
DIRECT AIR CAPTURE INDUSTRY DEVELOPMENT**

WHEREAS, Direct Air Capture (“DAC”) has the potential to advance the interests of Colorado and Wyoming in achieving reductions in greenhouse gas emissions, and increasing jobs and economic development.

WHEREAS, the States of Wyoming and Colorado share a mutual interest in the demonstration and potential growth of the DAC industry;

WHEREAS, the State of Wyoming has unique capabilities and assets available to encourage development of the direct air capture industry, including an established carbon management infrastructure, suitable geology for permanent carbon dioxide sequestration, early-stage private DAC development, workforce with skills demanded by DAC, and policy enabling the efficient, safe, and stable storage of CO₂;

WHEREAS, Colorado has unique capabilities and assets that encourage development of the direct air capture industry. This includes market interests in atmospheric carbon dioxide removal (CDR), an advanced clean energy industrial ecosystem, DAC technology development, and policy encouraging, monitoring, and verifying emissions reductions;

WHEREAS, Wyoming and Colorado’s unique capabilities are complementary to each other in encouraging development of a DAC industry, and a regional approach to DAC can lay the groundwork to scale DAC solutions globally;

WHEREAS, the success of a DAC industry rests firmly on the collaboration, leadership, and innovation of states, researchers, and private businesses with diverse expertise and talents, and Colorado and Wyoming are host to the requisite scientific, workforce, entrepreneurship, and technology leadership to increase the viability of DAC from lab-scale to deployment and commercialization and beyond.

NOW, THEREFORE, the Governors of the undersigned States agree as follows:

1. **Parties.** The parties to this Memorandum of Understanding (“MOU”) are the State of Wyoming, whose address is: 200 W. 24th St., Cheyenne, WY 82002, and the State of Colorado, whose address is: 200 E Colfax Ave Denver, CO 80203 (collectively the “Parties” or “States”).
2. **Purpose.** The purpose of this MOU is to establish an interstate effort to work together to develop a DAC industry consistent with the policy objectives of both states and their complementary skillsets.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without

cause, by either party upon twenty (20) calendar days written notice, which notice shall be delivered by hand or by electronic or certified mail.

4. **Payment.** No payment shall be made to either Party by the other Party as a result of this MOU.

5. **Responsibilities of the Parties**

A. The Parties agree to work together to develop the DAC industry in the region. This may include, but is not limited to, collaborating on the following activities:

- i. Preparing applications and performing tasks under awards relating to DAC administered by the Department of Energy or other entities;
- ii. Identifying infrastructure and inputs required by the DAC industry;
- iii. Defining standards by which CDR via DAC and sequestration is measured;
- iv. Understanding the current and potential future markets for CDR and identifying potential ways to encourage market growth; and
- v. Collaborating on efforts to ensure that local, Tribal, and state stakeholders are empowered participants as the DAC industry develops.

B. The Parties may each appoint up to three representatives to a workgroup, which will coordinate the States' collective work on development of a DAC industry. At least two of the three representatives to the workgroup shall be employees or representatives of a State agency, official board, or other State body or research institution in the respective States.

6. **General Provisions.**

A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU. Upon agreement of all Parties, additional States may be added to this MOU, subject to the provisions of this MOU, to enhance the ability to establish a DAC industry.

B. **Entirety of Agreement.** This MOU, consisting of four (4) pages, represents the entire and integrated agreement between the Parties and supersede(s) all prior negotiations, representations and agreements, whether written or oral.


- C. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins and signed by each Party's duly authorized representative, as described under the terms of this MOU.
- D. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the Parties may renegotiate the terms affected by the severance.
- E. Sovereign Immunity.** The State of Wyoming and the State of Colorado do not waive sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- F. Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the Parties to this MOU and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU.

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8. **Signatures.** The Parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The Effective Date of this MOU is the date of the signature last affixed to this page.

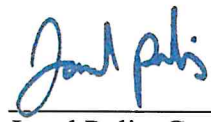
STATE OF WYOMING



Mark Gordon, Governor

21 June 2023
Date

STATE OF COLORADO



Jared Polis, Governor

June 21, 2023
Date