

- 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. 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.

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 that 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